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April 2, 2025

REVISED

WS Filing 3
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PAGE 1

BID FOR: MISC PAVING/PATCHING WILLOWBROOK

AREA 1 (WILD PLUM CIRCLE & WILD BERRY RD)

MILL/OVERLAY

1. ROTOMILL EXISTING ASPHALT 1.5"
2. BROOM CLEAN & TACK EXISTING SURFACE
3. FURNISH & INSTALL A 2" ASPHALT OVERLAY

11425 SY @ \$ 16.20/SY \$ 185085.00

TRAFFIC CONTROL FOR ABOVE

LUMP SUM \$ 15750.00

ASPHALT PATCHING APPROX 6 % OF SURFACE AREA (CONTINGENCY ITEM – AREAS TO BE MARKED BY ALL PARTIES TO DETERMINE EXTENT PRIOR TO OVERLAY) REMOVE & REPLACE 5"

685 SY @ \$ 50.00/SY 34250.00

AREA 2 (WILLOW SPRINGS DRIVE)

MILL/OVERLAY

1. ROTOMILL EXISTING ASPHALT 1.5"
2. BROOM CLEAN & TACK EXISTING SURFACE
3. FURNISH & INSTALL A 2" ASPHALT OVERLAY

4380 SY @ \$ 16.20/SY \$ 70956.00

TRAFFIC CONTROL FOR ABOVE

LUMP SUM \$ 5000.00

ASPHALT PATCHING APPROX % OF SURFACE AREA (CONTINGENCY ITEM – AREAS TO BE MARKED BY ALL PARTIES TO DETERMINE EXTENT PRIOR TO OVERLAY) REMOVE & REPLACE 5"

265 SY @ \$ 50.00/SY \$ 13250.00

AREA 3 (WILLOW SPRINGS DRIVE INTERSECTION TIE IN)

MILL/OVERLAY

1. ROTOMILL EXISTING ASPHALT 1.5"
2. BROOM CLEAN & TACK EXISTING SURFACE
3. FURNISH & INSTALL A 2" ASPHALT OVERLAY

250 SY @ \$ 16.20/SY \$ 4050.00

TRAFFIC CONTROL FOR ABOVE

LUMP SUM \$ 500.00

ASPHALT PATCHING APPROX 6 % OF SURFACE AREA (CONTIGENCY ITEM – AREAS TO BE MARKED BY ALL PARTIES
TO DETERMINE EXTENT PRIOR TO OVERLAY . REMOVE & REPLACR 5"

15 SY @ \$ 50.00/SY \$ 750.00

Kurt Todeschi

ACCEPTED BY:

DATE:

ADDITIONAL TERMS AND CONDITIONS-READ CAREFULLY

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Contractor has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, and legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Jefferson County, Colorado.
5. As directed by the Owner, construction lender, public body, any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the job as described herein even if no written change order is executed.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.
7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.
8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Foothills Paving & Maintenance, Inc., regardless of whether such damage occurs or is worsened during the performance of the job.
11. All warranties are void if the contract is not paid in full on time.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.
13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.
14. The Contractor will exercise reasonable care when performing the work, but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills.
15. This contract shall become binding when signed by all parties and the authorized officer of the Contractor.
16. If contract is completed except for the installation of the striping, then the Owner shall have the right to hold no more than 10% of the Contract price until the striping has been completed.
17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 30 days from date unless extended in writing by the company. After 30 days, Contractor may revise its price in accordance with costs in effect at that time.