



January 29, 2020

SUBMITTED TO:
Emory Apartments

Attn: Chesterfield Hargrove

930 North Murray Boulevard
Colorado Springs, CO 80915

WORK TO BE PERFORMED AT:

Emory Apartments
930 North Murray Boulevard
Colorado Springs, CO 80915

SUBMITTED BY:
Hayden Pistilli
Sales & Marketing Coordinator

P: 303-690-9253

F: 303-690-9945

E: haydenr@cjrestoration.com

12385 E. Cornell Ave
Aurora, CO 80014

CJ RESTORATION - CO

PROPOSAL # 355683 - 61166

SCOPE OF WORK

ASPHALT MAINTENANCE

PAVING SERVICES TO INCLUDE:

Sawcut, demo and remove 900 sq/ft of 4" thick asphalt from 3 areas (as outlined below). All debris will be exported and disposed of off site.

- 50 sq/ft at the pothole near the east entrance at Murray Blvd.
- 400 sq/ft of aligatored asphalt in the drive lane to the west of the mail box kiosk
- 450 sq/ft of damaged asphalt near the speed bump in the center drive lane.

Shape and compact existing subgrade.

- Existing subgrade must be dry and thoroughly compacted to ensure that new asphalt patch and surrounding areas will maintain integrity. Subgrade will be compacted with steel drum rollers and/or jumping jacks to ensure proper compaction prior to paving.
- *NOTE: If the existing subgrade is saturated or can not be compacted, additional cost to remove and replace subgrade may be necessary*

Pave 900 sq/ft and compact to a finished thickness of 4 inches (areas as outlined in demo section above).

- Apply tack coat to edges of existing asphalt to promote bond with new asphalt.
- New asphalt will be compacted in 2 lifts (2" compacted thickness at each lift). a 2 ton steel drum with vibration will be used to achieve thorough compaction.

NOTE: Work will be performed in 1 mobilization. Import and export of any subgrade material to address potential subgrade issues have been excluded from this bid.



CJ RESTORATION - CO

PROPOSAL # 355683 - 60451

PRICING

PHASES

Asphalt Maintenance	\$6,700.00
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SUBTOTAL	\$6,700.00
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Estimated Tax	\$0.00
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PROPOSAL TOTAL	\$6,700.00
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EXCLUSIONS, UNLESS NOTED ABOVE:

Bonding, permits, sales and use taxes, testing, engineering, surveying, quality control, quality assurance, traffic control, fencing, concrete pumping, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilant, hoisting, waterproofing, sweeping, hauling, site water and water metering, railings, utility adjustments, night, weekend, holiday, and overtime work, vehicle towing, site notification.
Damage to: electrical work, conduit, lighting, snow/ice melt systems, landscaping, irrigation, objects obscured from view.
Liquidated damages, customer scope of work changes, liability of work performed by others.
Delays caused by others and acts of nature.

EXPIRY STATEMENT: This proposal is valid for 30 days from the date noted on the proposal

ACCEPTANCE: The process, specifications, and conditions as enumerated herein, including "Terms and Conditions", are satisfactory and are hereby accepted. BBAC is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

Authorized Signature

Title

Print Name

Date



Arizona | California | Colorado | Nevada | New Mexico | Texas

February 6, 2020

SUBMITTED TO:
CJ Restoration - CO
Hayden Pistilli

303-690-9253
12385 E. Cornell Avenue
Aurora, CO 80014

WORK TO BE PERFORMED AT:

930 N Murray Blvd
930 North Murray Boulevard
Colorado Springs, CO 80915

SUBMITTED BY:
Nick Bollig
Account Executive

P: 303-901-8721
F:
E: nick@asphaltconcrete.net

8200 S. Akron St.
Suite 105
Centennial, CO 80112



Contractor's Licenses:
See Terms & Conditions

SCOPE OF WORK

ASPHALT MAINTENANCE

PAVING SERVICES TO INCLUDE:

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At Brown Brothers Asphalt & Concrete, we don't just build surfaces. We build trust. And we look forward to building yours.



Contractor's Licenses:
See Terms & Conditions

PRICING**PHASES**

Asphalt Maintenance	\$6,500.00
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SUBTOTAL	\$6,500.00
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Estimated Tax	\$0.00
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PROPOSAL TOTAL	\$6,500.00
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EXCLUSIONS, UNLESS NOTED ABOVE:

Bonding, permits, sales and use taxes, testing, engineering, surveying, quality control, quality assurance, traffic control, fencing, concrete pumping, correction of drainage issues, subgrade work, excavation, removing or replacing unsuitable material, removing existing waste, concrete reinforcement, dowels, colored or decorative concrete, crack sealing at transition between asphalt and other hard surfaces, caulking/grouting, erosion control, cold weather protection, frost removal, soil sterilant, hoisting, waterproofing, sweeping, hauling, site water and water metering, railings, utility adjustments, night, weekend, holiday, and overtime work, vehicle towing, site notification.
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Delays caused by others and acts of nature.

EXPIRY STATEMENT: This proposal is valid for 30 days from the date noted on the proposal

ACCEPTANCE: The process, specifications, and conditions as enumerated herein, including "Terms and Conditions", are satisfactory and are hereby accepted. BBAC is authorized to proceed with the work as specified. Payment will be made according to the terms listed above.

Authorized Signature

Title

Print Name

Date

Legal Property Owner Name

Invoice Addressee

Scheduling Contact

Invoice Mailing Address

Contractor's Licenses:
See Terms & Conditions

TERMS AND CONDITIONS

PAYMENT FOR WORK: Unless otherwise agreed in writing, BBAC shall invoice Customer at the completion of the Work and all invoices are due and payable by Customer upon receipt. BBAC reserves the right to submit progress billings to Customer on a weekly, bi-weekly or monthly basis, which shall be paid by Customer upon receipt. No defect in the Work shall relieve Customer of its obligation to make payment of amounts due. Customer shall be charged interest at the rate of 2% per month on all unpaid balances and shall pay all reasonable attorneys' fees and costs incurred by BBAC in collecting amounts due hereunder. BBAC retains any and all lien rights. Customer acknowledges that there is volatility in raw material pricing and agrees that BBAC may increase the contract price set forth herein to account for the increased cost charged by BBAC's suppliers for the raw materials. The contract price includes sales and use tax as applicable. Taxes can be waived only upon BBAC's receipt of a properly executed tax exemption certificate.

THE WORK: BBAC will furnish all necessary labor, materials, and equipment to complete the work specified herein (the "Work"). Customer shall notify BBAC in advance when the site will be ready for the Work to be performed, and shall provide BBAC with free and unobstructed access so that the Work can be commenced promptly, and completed without delay. Customer shall pay for the towing of vehicles impeding the Work and all other charges incurred by BBAC due to Customer delay. Customer shall pay BBAC its reasonable charges incurred due to delays caused by Customer. All surfaces to which material is to be applied shall be in a condition similar to the condition at the time the project was bid. BBAC provides no assurance as to a completion date since the Work is subject to weather conditions, prior commitments, mechanical failures and other causes beyond BBAC's control. Customer shall be represented by one person with authority to accept the work and authorize changes to the Work. Customer shall provide BBAC with reasonable access to a water supply source. Customer grants BBAC permission to utilize photos and video of the Work and the project site in the promotion of BBAC's business services.

WARRANTY: The Work is warranted against defects in workmanship and materials for a period of one (1) year from the date of installation. BBAC makes no warranty regarding drainage where the slope provided or allowable is less than two percent (2%). BBAC's warranty does not extend to or cover settlement or cracking of asphalt or pavement due to expansive soils or improperly compacted utility trenches, or for failures caused by the inadequate compaction of the subgrade. BBAC shall not be liable for damage to underground utilities which were improperly installed or backfilled.

AMERICANS WITH DISABILITIES ACT: Customer is solely responsible for maintaining the subject property in full compliance with the ADA and agrees to indemnify and hold BBAC harmless from and against any and all liability, claims, damages or expense, including attorneys' fees, relating in any way to ADA requirements or issues. BBAC recommends that Customer obtain the services of a certified ADA consultant for site evaluations and recommendations as required by Federal and State law. If directed by the Customer to obtain compliance, BBAC may make recommendations for such work and additional charges may apply.

SOILS: BBAC shall have no liability to Customer or any third party relating to underlying soil conditions. BBAC will not sacrifice the quality or integrity by placing asphalt pavement on base course or subgrade that is unstable or subgrade containing frost, including top lifts or overlays when temperatures do not meet CDOT specifications. BBAC's warranty shall be waived and of no effect should Customer direct or authorize BBAC to pave on unstable subgrade or subgrade containing frost and Customer shall be responsible for any and all resulting damage or required repairs. If Customer requests that the top lift of asphalt be placed at a later date, the cost for all clean up is the Customer's responsibility. If BBAC provides subcontracted construction stakes and/or subcontracted engineering services, the Customer agrees to indemnify and defend BBAC from and against any and all claims, demands, damages, costs or expenses, including attorneys' fees, resulting from or related to these services, including drainage of water as to direction and amount, both during and after performance of the Work. If a soil sterilizer or herbicide is applied by BBAC, it is applied at the request of the Customer in an effort to retard weed growth and BBAC makes no representation or guarantee that its use will have the intended effect. Customer shall indemnify, hold harmless, and defend BBAC from and against any and all damages, claims, cost or expenses, including attorneys' fees and costs, resulting from these services. Customer is advised to retain an independent licensed soils engineer for a study of the existing soils in order to recommend a specific pavement design. BBAC may modify this proposal and the contract price to include such recommendations.

DISPUTE RESOLUTION: This Contract shall be governed by the laws of the State where the Work was performed. Customer shall notify BBAC within 7 days of Customer's objection to any portion of the Work and shall pay BBAC all amounts that are not in dispute. Any dispute relating to this Contract or to the Work performed by BBAC shall be resolved solely by a court of competent jurisdiction in the County where the Work was performed. The parties expressly agree that this Contract was jointly drafted and shall be construed neither against nor in favor of either party. The prevailing party in any litigation relating to this Contract shall be entitled to an award of its reasonable costs and attorneys' fees.

BBAC CONTRACTORS LICENSES: Westminster - 90531036 - Bond, Greenwood Village - OL-16-01988/OL-17-01988, Broomfield - OL-15-06989/OL-17-06989, Castle Pines - CN-149/CN-00149, Commerce City - 2001, Glendale - G0012265/900741, Northglenn - 16-ROW-040/17-ROW-2, Parker - 8311, Pueblo - #0013087, Lakewood - 14820, Federal Heights - 11-0020, Brighton - CL-03518, Golden - 3641, Boulder - LIC-0008984-28, Thornton - LN - 24594-9493 / CN - 60305, Denver - 241072, Arvada - MC-S4 MC-S5 - Bond, Centennial - CEN-16-01273, Sheridan - 140051, Aurora ROW Asphalt & Concrete - 2016 1131722, Louisville - CL00346/LSVL-000466-2016, Colorado Springs - LID 18111 / LIC# 712347, Wheat Ridge - 20277, Englewood Concrete - 15720, Englewood Exc/Drill/Drain - 15731, Lafayette - GCA4196956

