



**ARCHULETA COUNTY
BOARD OF COUNTY COMMISSIONERS**

MEETINGS ARE CONDUCTED IN PERSON, BUT WILL BE BROADCAST VIA ZOOM FOR OBSERVATION PURPOSES ONLY. NO PUBLIC INPUT WILL BE ALLOWED THROUGH THE ZOOM PORTAL. VIEW THE ZOOM MEETING AT

<https://zoom.us/j/91609048375?>

pwd=dIFFV0J1cGVKa1NHWHFsa2taeGxtZz09 -

Meeting ID 916 0904 8375 - Passcode 4141885

CALL TO ORDER THE SPECIAL MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF MAY 23, 2023 AT 8:00 A.M.

NEW BUSINESS

A. Consideration And Approval Of Contract With Sunland Asphalt For Additional Mill And Pave Work On CR 982

This contract provides the terms and conditions for additional mill and pave work to be done on CR 982 by Sunland Asphalt.

Presenter Kevin Pogue
Presenter's Title Director of Public Works

Documents:

[CR 982.PDF](#)

B. Consideration And Approval Of Contract With Sunland Asphalt For Mill And Pave Work On North Pagosa Blvd.

This contract provides the terms and conditions for mill and pave work to be done on North Pagosa Blvd. by Sunland Asphalt.

Presenter Kevin Pogue
Presenter's Title Director of Public Works

Documents:

[N PAGOSA.PDF](#)

ADJOURNMENT OF THE SPECIAL BOCC MEETING

All meetings to be held in the Archuleta County Administration Offices

398 Lewis Street, unless otherwise stated.
All Regular and Special BoCC Meetings are recorded.



5204 2ND STREET NW, ALBUQUERQUE, NM 87107
 PHONE: 505.998.6629 | WWW.SUNLANDASPHALT.COM

To:	Archuleta County Public Works	Contact:	Kevin Pogue
Address:	1122 U.S. 84 Pagosa Springs, CO 81147	Phone:	970-264-5660
Project Name:	CR 982 Mill & Pave 10-17-22 NM007102 NM007102-CO #1	Fax:	
Project Location:	CR 982, Arboles, CO	Bid Number:	NM008027
		Bid Date:	5/2/2023

Item Description	Total Price
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<p>Additional 1" Of Mill And Pave</p> <ul style="list-style-type: none"> • Provide Traffic Control And Barricades During Our Scope Of Work. • Mill 163,625 Square Feet Of Existing Asphalt To A Additional Depth Of No More Than 1 Inches. This Will Take The Overall Depth From 2" To 3". Millings Will Be Hauled Offsite. Millings Will Be Hauled To Location Designated By County Within 5 Miles Of Jobsite. If Haul Site Changes Additional Charges Will Be Applied. • Fine Grade Approx. 163,625 Square Feet Of Subgrade. Price Does Not Include Repairs To Any Failed Subgrade. • Pave With CDOT SX75 25% RAP/PG 5828 Asphalt To An Average Finished Depth Of An Additional 1 Inches After Compaction With A Steel Wheeled Vibratory Roller. This Will Take The Overall Thickness From 2" To 3" After Compaction With A Steel Wheeled Vibratory Roller. • All Water Valves, Man Holes, Sewer Cleanouts, Water/electrical Boxes Will Be Left At Existing Elevation And Paved Flush With New Asphalt Elevation. • This Proposal Is Based On Performing The Work In 2 Sections Over 5 Continuous Working Days. • <i>Please Note That Any Tree Branches Or Foliage Hanging Over The Edge Of The Asphalt Perimeter Will Need To Be Cut Back Prior To Start Of Work. Work Area Will Be Roughly 12 Feet Up From Edge Of The Asphalt Perimeter.</i> • Culvert To Be Repaired/replaced By Others. 	<p>\$331,532.240</p>
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Total Bid Price: \$331,532.240

Notes:

- **IMPORTANT NOTICE:**
In order to hold pricing, this proposal must be signed and returned within 15 days from the bid date specified above. Due to the pricing volatility of our industry at the moment, Sunland reserves the right to update pricing at any time prior to start of work.
- Sunland will provide a phasing plan to our point of contact if requested, but Sunland Asphalt is **not responsible for notifying residents, tenants, or customers.** If vehicles are not moved prior to the start each phase, Sunland Asphalt will require additional cost for towing and/or crew downtime. Please refer to towing selection form at time of scheduling for more information.
- The depth of the existing asphalt or concrete is only an estimate. Additional depth may require additional charges. The removal of the asphalt or concrete has been bid for that function alone and does not include excavation of the base or subbase. If at the time of the removal, it is determined that contamination of water has weakened either the base or the subbase, additional charges would be negotiated to correct the unforeseen problem. If upon the removal of the asphalt or concrete, it is found that structures exist below the asphalt or concrete such as concrete footings, abandoned pipes, metal supports, etc., an additional charge would be negotiated to remove these obstructions if they would impede or prohibit grade consistencies. Sunland Asphalt or concrete will not be held liable for any underground cables, electrical lines, water lines or any other underground obstruction not locatable or not buried to a depth less than 18" below the existing finished grade.
- Asphalt repaves and/or asphalt R&R's are not represented to change the course of water runoff and may obstruct water runoff from other sources. An Asphalt repave and/or asphalt R&R may not eliminate water ponding, as it will follow the contours of the original pavement. Asphalt repave and/or asphalt R&R will not remedy pre-existing subgrade deficiencies. If it is determined that prior repairs are necessary, an option for that work will be offered. Sunland Asphalt cannot be responsible for any pre-existing subgrade deficiencies. The depth of the Asphalt repave and/or asphalt R&R, as stated on the proposal, is represented as the average depth after compaction given the standard 1/4" tolerance.
- No permits, fees, bonds, testing, concrete, striping bumper blocks, signs (No signage of any kind, electrical signs of any kind, barricades, stop signs, handicap signage, warning or beware signs) weed killers, water meter, or staking in price unless noted in contract. There will be an extra charge based on time and material for the removal and replacement of dirt or soil if hardpan or caliche is found unless otherwise noted. Additional charges may be applied resulting from circumstances beyond the control of Sunland Asphalt which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, trailers, sprinklers, vandalism, etc.). Any pre-existing ADA compliance issues are excluded from contract unless specifically stated in proposal. Sunland Asphalt will not be held liable for any underground cables, electrical lines, water lines, irrigation lines, sensor loops or any other underground obstruction not buried to a depth less than 18" below the existing finished grade.
- -Additional (downtime/mobilization) charges may result from delays beyond the control of Sunland Asphalt (or its subcontractors) which prohibit the above mentioned work from being completed as scheduled. (i.e., unmoved vehicles, disregard for Sunland traffic control, sanitation/delivery services, sprinkler runoff, etc.)

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: Archuleta County Board of County Commissioners

Signature: _____

Date of Acceptance: May 23, 2023

CONFIRMED:

Sunland Asphalt & Construction, LLC

Authorized Signature: Oscar Ortiz

Project Consultant: Oscar Ortiz
505-270-9486 oortiz@sunlandasphalt.com

• **Sunland Asphalt Terms and Conditions:**

Contractor hereby accepts the terms of the attached Contract subject to the provisions as defined on the Contract Agreement as well as the Owner's Agreement with the terms set forth in this Addendum. This Addendum is attached hereto and incorporated herein by reference. If any of the terms of the Contract are inconsistent with the terms of this Addendum, then this Addendum shall be controlling and the parties shall be bound by the terms and conditions of this Addendum.

• 1. **PAYMENT**

Contractor shall be paid a monthly progress payment within 15 days after receipt of the payment by the Owner for the value of work performed. Final payment, including all retention, shall be due 15 days after the work described in the Proposal is substantially completed. No provision of this agreement shall serve to void the Contractor's entitlement to payment for properly performed work.

• 2. **INTEREST AND EXPENSES**

All sums not paid when due shall bear an interest rate of 1 1/2% per month or the maximum legal rate permitted by law, whichever is less, and all costs of collection, including a reasonable attorneys' fee, shall be paid by Owner.

• 3. **ATTORNEYS' FEES**

In the event of litigation or collection efforts by Contractor, the prevailing party shall be reimbursed for its reasonable attorneys' fees, which shall include all costs that would normally be passed through to the client, specifically but not limited to research charges, travel costs, expert witness costs, copying costs, mailing costs, facsimile costs, had-delivery costs, Federal Express or Express Mail costs, taxable costs and disbursements.

• 4. **CONTINUED PERFORMANCE**

Nothing in this subcontract agreement shall require the Contractor to continue performance if timely payments are not made to Contractor for suitably performed work.

• 5. **BACK CHARGES**

No back charges or claim of the Owner for services shall be valid except by an agreement in writing by the Contractor before the work is executed, except in the case of the Contractor's failure to meet any requirement of the subcontract agreement. In such event, the Owner shall notify the Contractor of such default, in writing, and allow the Contractor reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.

• 6. **WORK AREAS**

Owner is to prepare all work areas so as to be acceptable for Contractor work under the contract. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

• 7. **TIME FOR PERFORMANCE**

Contractor shall be given a reasonable time in which to commence and complete the performance of the contract. Contractor shall not be responsible for delays or default where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delay caused by Owner, architect and/or engineers, delays in transportation, shortages of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accident hazardous waste or controlled substances and acts of God. Contractor shall be entitled to equitable adjustment in the subcontract amount for additional costs due to unanticipated project delays or accelerations. Contractor shall not be obligated to provide any labor or materials outside the scope of work unless Owner shall first agree in writing to equitably adjust the subcontract amount to be paid Contractor.

• 8. **WORKMANSHIP**

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

• 9. **WORK HOURS**

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

• 10. **NOTICE**

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

• 11. **LIEN RIGHTS**

Nothing in this agreement shall serve to void Contractor's right to file a lien or claim on its behalf in the event that any payment to Contractor is not timely made.

• 12. **LABOR**

Contractor shall not be bound by any of Owner's labor agreements (in whole or in part).

• 13. **LIQUIDATED DAMAGES**

The Owner shall make no demand for liquidated damages for delays in any sum in excess of such amounts as may be specifically named in this Addendum and no liquidated damages may be assessed against Contractor for more than the amount paid by the Owner for unexcused delays to the event actually caused by the Contractor.

• 14. **SCHEDULE**

Contractor shall submit a schedule to Owner, Owner will review and notify Contractor of any schedule conflict. If Contractor finds it necessary to change his schedule, owner will give his best effort to meet this change in schedule. Contractor shall not be penalized for non-performance and will be paid for work performed.

• 15. **INSURANCE RESTRICTION**

Notwithstanding any provision to the contrary, Contractor shall maintain the types and limitations on insurance as shown on the attached certificate of insurance. Contractor is not required to waive any claims or rights of subrogation against the Owner or any others for losses and claims covered or paid by Owner's workers compensation or general liability insurance. Acceptance of the Certificate of Insurance constitutes acceptance of the insurance of Contractor, including any additional insured requirements. In addition, Contractor shall not provide completed operations under an additional insured requirement.

- 16. INDEMNITY, HOLD HARMLESS RESTRICTION
Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the inseminator or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.
- 17. RIGHT TO RELY
Contractor shall rely on plans, drawings, specifications and other information provided by Owner, Owner, Architect or representatives of each. Contractor assumes no risk for unknown or unforeseen conditions not evident from the plans, drawings, specifications or other information provided to Contractor.
- 18. HAZARDOUS WASTE
Contractor shall have no obligation to handle (that is, to remove, treat or transport) any substance which is considered hazardous waste or substance under state or federal law ("hazardous waste"). Handling hazardous waste shall be outside the scope of work of this agreement. Title to all hazardous waste shall remain with others and shall not be property of Contractor.
- 19. DISPUTE RESOLUTION
Final determination of contract compliance and all dispute resolutions shall be handled in the jurisdiction and venue of Maricopa County, Arizona, and be governed by the laws of Arizona.



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To:	Archuleta County Public Works	Contact:	Kevin Pogue
Address:	1122 U.S. 84 Pagosa Springs, CO 81147	Phone:	970-264-5660
Project Name:	N Pagosa Blvd Full R&R 5-8-23	Bid Number:	NM008148
Project Location:	N Pagosa Blvd & Hwy 160, Pagosa Springs, CO	Bid Date:	5/11/2023

Item Description	Total Price
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Mill And Pave	\$285,941.070
<ul style="list-style-type: none"> • Provide Traffic Control And Barricades During Our Scope Of Work. • Mill 37,530 Square Feet Of Existing Asphalt To A Depth Of No More Than 3 Inches. Millings Will Be Hauled Offsite. Proposal Is Based On A 3 Inches Mill Depth. Millings Will Be Hauled To Location Designated By County Within 5 Miles Of Jobsite. If Haul Site Changes Additional Charges Will Be Applied. • Fine Grade Existing Base, Add Moisture, And Compact To Grade. • Pave With CDOT SX75 25% RAP/PG 58-28 Asphalt To An Average Finished Depth Of 3 Inches After Compaction With A Steel Wheeled Vibratory Roller. • All Water Valves, Man Holes, Sewer Cleanouts, Water/electrical Boxes Will Be Left At Existing Elevation And Paved Flush With New Asphalt Elevation. • This Proposal Is Based On Performing The Work In 2 Sections Over 2 Continuous Working Days. Price Is Based On Milling The Road In The Early AM And Paving Into The Evening. If Project Is Required To Go Over The Two Days Allotted In The Proposal Additional Charges Will Be Applied. • <i>Please Note That Any Tree Branches Or Foliage Hanging Over The Edge Of The Asphalt Perimeter Will Need To Be Cut Back Prior To Start Of Work. Work Area Will Be Roughly 12 Feet Up From Edge Of The Asphalt Perimeter.</i> 	

Total Bid Price: \$285,941.070

Notes:

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- Sunland will provide a phasing plan to our point of contact if requested, but Sunland Asphalt is **not responsible for notifying residents, tenants, or customers**. If vehicles are not moved prior to the start each phase, Sunland Asphalt will require additional cost for towing and/or crew downtime. Please refer to towing selection form at time of scheduling for more information.
- The depth of the existing asphalt is only an estimate. If it is found that the existing asphalt is thinner than expected additional charges may be applied. These charges may be for additional grading or sub grade preparation if during the milling process the machine "breaks through" to the subgrade.
- Asphalt repaves and/or asphalt R&R's are not represented to change the course of water runoff and may obstruct water runoff from other sources. An Asphalt repave and/or asphalt R&R may not eliminate water ponding, as it will follow the contours of the original pavement. Asphalt repave and/or asphalt R&R will not remedy pre-existing subgrade deficiencies. If it is determined that prior repairs are necessary, an option for that work will be offered. Sunland Asphalt cannot be responsible for any pre-existing subgrade deficiencies. The depth of the Asphalt repave and/or asphalt R&R, as stated on the proposal, is represented as the average depth after compaction given the standard 1/4" tolerance.
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Authorized Signature: Oscar Ortiz

Project Consultant: Oscar Ortiz
505-270-9486 oortiz@sunlandasphalt.com

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• 8. WORKMANSHIP

All workmanship is guaranteed against defects for a period of one year from the date of substantial completion of installation. This warranty is in lieu of all other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose. The exclusive remedy shall be that Contractor will replace or repair any part of its work which is found to be defective. Contractor shall not be responsible for special, incidental or consequential damages. Contractor shall not be responsible for damage to its work by other parties or for improper use of equipment by other Standard of industry practice and will override strict compliance and strict performance.

• 9. WORK HOURS

Work called for herein is to be performed during Contractor's regular working hours as agreed to by the Owner and the Contractor.

• 10. NOTICE

Any notice or written claim required by the contract documents to be submitted to the Owner, on account of charges, extras, delays, acceleration, or otherwise, shall be furnished within a time period, and in a manner to permit the Owner to satisfy the requirements of the contract documents, notwithstanding any shorter time period otherwise provided.

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- 16. INDEMNITY, HOLD HARMLESS RESTRICTION
Any indemnification or hold harmless obligation of the Contractor shall extend only to claims relating to bodily injury and property damage and then only to that part or proportion of any claim damage, loss or defect that results from the negligence or intentional act of the inseminator or someone for whom it is responsible. Contractor shall not under any circumstance have a duty to defend. Nothing in this agreement shall require the Contractor to indemnify any other party from any damages including expenses and attorneys' fees to persons or property for any amount exceeding the degree Contractor directly caused such damages. Contractor shall not be responsible for fines or assessments made against Owner and Contractor. Contractor retains all rights of subrogation. Contractor will not indemnify anybody for any actions except for Contractor's own negligence and only in the proportional amount of their negligence.
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