

# AMA PAVING AND SURFACE APPLICATION CONTRACT

THIS AGREEMENT made as of the 14<sup>th</sup> day of June, 2023 by and between the County of Archuleta, a municipal corporation authorized and existing under the laws of the State of Colorado, (hereinafter referred to as "County"), and Enviroad LLC, a corporation authorized and existing under the laws of the State of Colorado, (hereinafter referred to as "Contractor") In consideration of the mutual promises and covenants contained in this Agreement, the sufficiency of which consideration is hereby acknowledged, the parties now agree as follows:

## 1. Scope of Paving Work.

The parties agree that Contractor shall furnish all AMA asphalt and other bituminous products, supplies, labor, materials, equipment (excluding aggregate) and apply AMA asphalt materials in connection with a section of County roadways identified in Section 2 Project Description and made a part of this Agreement.

## 2. Project Description

Contractor will pave the following roads:

<u>Road</u>	<u>Width</u>	<u>Miles</u>
Trail Blvd	22	1.150
Bonanza Ave	22	0.470
Lyn Ave	22	0.120
Cayon Cir	22	0.440
Rav Ct	22	0.020
Prospect Ave to Heritage Dr.	22	0.322
Surrey Dr	22	0.150
Homestead Dr	22	0.150
Highland Ave	22	0.270
Lake St	22	0.543
Port	22	0.075
Fireside St	22	0.580
Fortune Dr	22	0.090
Brook Dr	22	0.210
Paradise Dr	22	0.240
Settler Dr	22	0.140
Lakewood Ave	22	0.470
Hopi Dr	22	0.290
Oakwood Cir	22	0.660
Redwood Cir	22	0.174
Palm Ct	22	0.030
Teakwood Cir	22	0.310
<u>Rosewood Ct</u>	<u>22</u>	<u>0.041</u>
<b>Total</b>		<b>6.945</b>

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### **3. Contract Price.**

The Contract Price is based upon a Fixed Price. County shall pay Contractor for completion of the Work in accordance with the signed quote.

### **4. Payment.**

The County shall make payment to the Contractor in one lump sum within Thirty (30) days after receiving invoice for the completed project.

### **5. Time of Performance.**

Once commenced, work shall proceed in a timely manner, without excessive interruptions or delay; provided, however, the completion date may be delayed by such factors as weather, natural disaster, and other such factors outside the control of Contractor.

### **6. Compliance with Laws.**

In the performance of the Work, the Contractor will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including, without limitation, laws and regulations pertaining to labor, wages, hours, occupational safety and health and other conditions of employment, and in compliance with the Fair Labor Standards Act and any other applicable labor law.

### **7. Traffic Control.**

As a part of Contractor's obligations under this Agreement, Contractor shall have full responsibility and provide all traffic control necessary for completion of the Project. In providing traffic control, Contractor shall comply with CDOT standards.

### **8. Safety.**

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment to ensure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state or local.

### **9. Project Representative.**

The County shall provide a Project Representative who shall perform site visits throughout the completion of the Project. The Project Representative shall be entitled to verify the depth of the asphalt being laid, if applicable, the tonnages of asphalt being applied, and any other aspect of the Work that the Project Representative deems necessary and proper to verify compliance with the Project specifications. Contractor shall fully cooperate with the Project Representative. The

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County reserves the right to issue a cease work order in the event Contractor fails to comply with the job specifications. The Project Representative shall comply with all safety requirements with respect to dress as well as other matters that relate to job safety. The parties understand and agree that the presence of the Project Representative on the Project site in no way relieves Contractor from its responsibilities to comply with the terms of this Agreement or the liabilities it assumes as a part of this Agreement.

### **10. Insurance.**

Prior to commencement of the Work, Contractor shall provide to the Town proof of the following insurance coverage which certification shall name the County as an additional insured:

(a) A comprehensive general liability policy providing bodily injury coverage, including death, for not less than One Million Dollars [\$1,000,000.00] coverage as to each occurrence, One Million Dollars [\$1,000,000.00] aggregate, and Five Hundred Thousand Dollars [\$500,000.00] property damage;

(b) A comprehensive automobile liability insurance in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00); and (c) Workmen's Compensation and Occupational Disease insurance and such other employee benefit insurance as required by the laws of the State of Colorado.

### **11. Warranties.**

Contractor hereby warrants that all work undertaken by Contractor in connection with the Project shall be of a good, workmanlike quality, and Contractor herein agrees to protect the County against any imperfections in the materials, equipment and workmanship which may be, or which may become apparent during the period of construction or application or which may develop within a period of One (1) year subsequent to the date of final acceptance of the Project by the County. Contractor agrees that it shall, at its sole expense, remove, repair, or replace in whole or in part any such work or materials which may prove defective or unsuitable or which may show unreasonable deterioration within the warranty period, upon written demand and to the full satisfaction of the County.

### **12. Indemnification.**

To the fullest extent permitted by applicable law, Contractor and its agents, partners, employees and representatives (collectively, "Indemnitors"), shall and do agree to indemnify, protect, defend and hold harmless the County, the County's representatives, officers, officials, employees and agents (collectively, "Indemnitees") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively, "Liabilities") of any person caused by the performance of the work required under this Agreement or any part thereof.

### **13. Attorney Fees; Costs.**

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In the event either party breaches this Agreement, the nonbreaching party may, in addition to any other remedies under this Contract, recover as damages all costs, expenses, and reasonable attorney fees incurred in the enforcement of this Agreement.

### **14. Employee Eligibility Verification.**

In the performance of the Work, the Contractor will comply with all applicable statutes, rules, regulations and orders of the United States, and of any state or political subdivision thereof, including, without limitation, laws and regulations pertaining to labor, wages, hours, occupational safety and health and other conditions of employment, and in compliance with the Fair Labor Standards Act and any other applicable labor law.

### **15. Non-Collusion Agreement.**

Contractor represents and warrants and the County enters into this Agreement upon the express warranty of the Contractor that it has not, nor has any other member, representative, agent, or office of Contractor, or anyone employed or retained any company or person, to solicit or secure this Agreement; that it has not entered into or offered to enter into any combination, collusion, or agreement to receive or pay and that he had not received or paid, any fee, commission, percentage, or any other consideration, contingent upon or resulting from the award of and the execution of this Contract, excepting such consideration and subject to the terms and conditions expressed upon the face of the within Agreement. For a breach or violation of this warranty, the County shall have the right to cancel this Agreement without liability, and to recover, at the election of the County, any and alimonies or other consideration paid hereunder.

### **16. Conflict of Interest.**

Contractor represents and warrants that no principal, employee, representative or agent of Contractor has any past or present personal or business relationship with any member of the Archuleta County.

### **17. Anti-Discrimination.**

- A. *Compliance with Regulations:* The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. *Nondiscrimination:* The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the

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discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- C. *Solicitations for Subcontractors, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the contract or for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - D. *Information and Reports:* The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County of Archuleta or the Colorado Department of Transportation (CDOT) or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the County of Archuleta, or the Colorado Department of Transportation or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.
  - E. *Sanctions for Noncompliance:* In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the County of Archuleta shall impose such contract sanctions as it or CDOT or FHWA may determine to be appropriate, including, but not limited to: i. withholding of payments to the contractor under the contract until the contractor complies, and/or ii. cancellation, termination or suspension of the contract, in whole or in part.
  - F. *Incorporation of Provisions:* The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
18. The contractor shall take such action with respect to any subcontractor procurement as the Town of Spencer or CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the County of Archuleta to enter into such litigation to protect the interests of the County, and , in addition , the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **19. Applicable Law.**

The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement.

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**20. Venue.**

The venue of any legal proceedings shall be Mesa County, Colorado.

**21. Authority to Execute.**

The undersigned signatories hereby represent and warrant that they are duly authorized and empowered to enter into this Agreement for and on behalf of their respective parties.

**Contractor:**

**Enviroad LLC**, a Colorado limited liability company

By: 

Printed Name: Nate Lindholm

Its: General Manager

**County:**

**County of Archuleta**, a municipality of the state of Colorado

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_