

**AGREEMENT FOR HOT MIX OVERLAY 2017**

THIS AGREEMENT is by and between \_\_\_\_\_ of \_\_\_\_\_ (“Seller”), and the CITY OF BURLEY, a municipal corporation of 1401 Overland Ave, Burley, ID 83318 (“Buyer”). For valuable consideration received and the covenants set forth herein, Buyer and Seller hereby agree as follows.

**PROJECT DETAILS:**

1. Seller shall mill stop/start lines and overlay described below at the direction of Brent Mallory. The milling will take place on East 5<sup>th</sup> Street between Overland Ave and Hiland Ave at the locations designated by Brent Mallory. Approximately 768 square feet of asphalt will be milled. Seller shall clean and prepare the surface in preparation for overlay.
2. Seller shall furnish and apply asphalt tack (PG-58-28) at a rate of 0.25 gal/SY and install 6 oz. fabric. The approximate application area for the asphalt tack is 87,000 square feet. The asphalt tack will be applied at the locations designated by Brent Mallory.
3. The Seller shall furnish, place and compact one two inch (2”) lift of asphalt meeting the specifications of IDOT Class III, ½” mix with anti-strip over the portions of roadway described above. The approximate area to be overlaid is 87,000 square feet. The area to be overlaid will be as designated by Brent Mallory on East 5<sup>th</sup> Street in Burley, Idaho. The city of Burley reserves the right to extend project quantity by 20% depending on budget availability and bid prices. Buyer will use its sweeper truck for rough sweeping of the roads in preparation of the project. Seller shall perform all hand sweeping and compressed air blowing to clean the roadway, raise 5 manholes, and 5 water valves in preparation of the overlay.

The mix design shall be submitted prior to placement. A performance bond, acceptable to Buyer, in the amount of the total bid price shall be furnished by Seller prior to commencing work on the project. Seller shall supply, provide and perform all labor, materials, equipment and all other inputs and incidentals required to complete the project.

The project must be complete on or before August 5th, 2017. No paving shall take place on the following dates:

June 30<sup>th</sup>, July 3<sup>rd</sup> and 4<sup>th</sup> 2017.

Seller shall pave only when the temperature is at least 65 degrees and rising.

Seller has inspected the site and understands that there is approximately 1 valve that must be raised. Buyer will provide any rings needed to raise the valve.

2. **PRICE TERMS.** Upon the completion of the project to the satisfaction of Buyer, Buyer shall pay to Seller the sum of \$ \_\_\_\_\_ per square foot of asphalt milled, \$ \_\_\_\_\_ per square foot of overlay placed and compacted, and the sum of \$ \_\_\_\_\_ per square foot of tack oil applied. Payment shall be made pursuant to the terms provided herein.

3. **PAYMENT.** Upon completion of the project Seller shall submit to Buyer an invoice evidencing amounts due pursuant to this agreement. Invoice amounts are due and payable on the 31st day following the satisfactory completion of the project and receipt of invoice by Buyer.

4. **SPECIFICATIONS.** Product and application shall conform to the specifications described herein and otherwise provided by Buyer.

5. **VENUE.** This agreement shall be governed by, construed, and adjudicated pursuant to the laws of the State of Idaho. Venue of any court related proceedings shall be in Cassia County, Idaho.

7. **INTEGRATION.** This agreement, along with the bid form and invitation for bids, embodies the entire agreement between Seller and Buyer and supercedes any prior agreement for the project, whether oral or written.

8. **FEES AND COSTS.** Should a party to this agreement default in the performance of any of the covenants or agreements contained herein, the defaulting party shall pay to the non-defaulting party all costs and expenses, including but not limited to reasonable attorney fees, including such fees on appeal, which the non-defaulting party may incur in enforcing this agreement or in pursuing any remedy allowed by law for breach thereof, whether such is incurred by the filing of suit or otherwise.

9. **MODIFICATIONS, WAIVER, AND ASSIGNMENT.** Modification of this agreement is valid only if executed in writing by the parties hereto. Waiver or any breach by Seller or Buyer of any terms, conditions or obligations hereto shall not be deemed a waiver of subsequent breaches of the same or other nature. No party may assign this agreement to any other party without prior written consent of both parties.

10. **TESTING AND TECHNICAL SUPPORT.**

a. Buyer may, at its discretion, randomly sample all materials to determine specification compliance.

b. Seller shall furnish a One Million and no/100 Dollars (\$1,000,000.00) liability insurance certificate to Buyer, naming Buyer as an additional insured.

11. **SCHEDULE.** Buyer and Seller shall agree in writing to a project schedule for the above-described Project for the year 2017 at least fifteen (15) days prior to commencement of the project. Proposed changes to the product delivery and application schedule must be submitted to Seller in advance via facsimile or electronic mail.

12. **ANTI-DISCRIMINATION.** Acceptance of this contract binds the recipient to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964: In that “No person in

the United States shall, on the grounds of race, color, national origin, sex, or age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.” In addition, “No otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits, of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

IN WITNESS WHEREOF, the parties have executed this agreement this \_\_ day of \_\_\_\_\_, 2017.

**SELLER**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**BUYER**

**CITY OF BURLEY**

**By:** \_\_\_\_\_  
**Its:** \_\_\_\_\_

**BIDSHEET CITY OF BURLEY**  
**HOT MIX ASPHALT OVERLAY 2017**

Pursuant to the invitation for bids of the City of Burley for milling and for hot mix asphalt overlay for the year 2017, The City of Burley reserves the right to extend project quantity by 20% depending on the budget availability and bid price.

\_\_\_\_\_ (Contractor) hereby submits the following bid for consideration by the City of Burley (Owner) this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Upon award of this bid Contractor agrees that it shall perform the work and provide the materials described in the Invitation For Bids provided with this bid form and to perform all other requirements set forth in the Agreement for Hot Mix Overlay 2017 pursuant to the terms of said Agreement. The prices bid by contractor are:

<b>WORK ITEM DESCRIPTION</b>	<b>ESTIMATED UNITS</b>	<b>UNIT PRICE</b>	<b>ESTIMATED AMOUNT (estimated units x unit price)</b>
ASPHALT TACK: Furnish and apply at .25 Gal/SY and 6 oz. fabric	87,000 square feet	\$	\$
PAVEMENT: Furnish, Place and Compact IDOT Class III, 1/2" Mix in one 2 inch lift.	87,000 square feet	\$	\$
Mill asphalt as directed (Includes export of milled surface and prep for overlay)	768 square feet	\$	\$
		<b>TOTAL ESTIMATED PRICE</b>	\$

Therefore, the total estimated price for the project is \$\_\_\_\_\_.

Contractor agrees that the above bid includes all traffic control, labor, equipment, materials, mobilization, delivery, performance bonding and all other input costs required to complete the project.

DATED this \_\_\_ day of \_\_\_\_\_, 2017.

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

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

Idaho Public Works Contractor License #: \_\_\_\_\_