

## GOALS FOR 2025 STREETS

1. Ask for bids or research for the purchase of 2-solar powered flashing octagon red lights for the 2-stop signs at 9th Street and State Street.
2. 2–30 ton loads of 3/4” road base for River Street between 9th and Mesa Streets. At an estimate of \$1,400.00 for 2 loads.
3. Finish leveling (that was started in 2024) Sage Lane from 2nd to 3rd Streets. Add 1-30 ton load of ¾” road base gravel to it at an estimate of \$700.00, or probably stop at Eddy Balch’s property line, as he leveled and graveled that portion last year.
4. I have requested bids from Gunnison County Road Department, J.C.I. and Spallone, for road grader work and material and application of mag-chloride to our graveled streets. The only addition to last years application would be to add 1 block of mag-chloride to Alpine Lane, between 8th and 9th Streets, because of dust at PHCA’s Pavilion and the Silver Plume Grill. This addition is primarily due to food being consumed in the close proximity of this area.
5. Trustees to advertise and ask for bids to assemble and mount the 2 radar speed signs that have been laid under the protection of PHCA’s Pavilion for the past 1.5 years, and a decision on where to locate them permanently.
6. 2 – 30 ton loads of Pit Run Soil to be placed in the low area of Quartz Lane between 9th and 10th Streets at an estimate of \$ 1,462. Also, to add 1 – 30 ton load of ¾” road base gravel to Quartz Lane between 9th and 10th Streets at an estimate of \$700.00.
7. After what I call this year’s snow plowing embarrassment, with owner residents coming to their properties, getting stuck, and not having access to their property, I propose we plow all streets and lanes that have a residential address. After all, they pay taxes like we “Full Time” residents do. So, are we abusing or punishing these “Part Timers” because they can’t be here full time yet, as we are? I visited with Phil Duetsch, our current contractor for snowplowing, on his estimation of added cost to include these streets/lanes. He stated that he didn’t believe it would add any additional cost to the contract price, since he wouldn’t have to dead head many of these streets and drive around them.

- 8. Maybe long term, 2 – 30 ton loads of ¾” road base gravel spread on the top half of 9th Steet parking area off of State Street towards Quartz Lane at an estimate of \$1,400.**
- 9. Maybe longer range, for the Town’s traffic sake and side street traffic, I would like to see either 11th or 12th Street reopened to tie State Steet to Mesa Street/ Powder House Pass together, rather than routing Cumberland Pass traffic headed to powder House Pass on State Street, across 6th Street, to River Street, then Mesa Street to powder House Pass.**
- 10. Longest range, clean out Main Street pavement cracks and fill them with tar. Followed with a “chip seal” application. The ultra best would be to grind up what is there and add another 2” to the existing base. At this moment I have no idea the cost of any of these applications.**

**From:** Ed Casebolt III

**Sent:** Wednesday, March 12, 2025 9:32 PM

**To:** Jerra Garetson

**Subject:** Mag Chloride and Grading

Jesse,

The estimate for doing 5000 gallons of mag chloride and grading this year in Pitkin is \$10000,00. Mag chloride went up 17 cents a gallon. Our price is \$1.26 per gallon. 5000 gallons will cost \$6300. Our equipment and labor will be around \$3700.00. Let me know if you need any other information.

Sparky Casebolt

Gunnison County Operations Manager



To place an order please call Customer Service at

970-243-5994



[www.united-gj.com](http://www.united-gj.com)

[www.telluridegravel.com](http://www.telluridegravel.com)

## Customer Quotation & Contract

<b>Date</b>	3/5/2025	<b>Quote Valid Thru Date</b>	12/31/2025
<b>Project</b>	2025 Town of Pitkin Roads	<b>Project Address</b>	TBD Pitkin, CO 81241
<b>Customer</b>	Jesse James	<b>Quote Number</b>	Q1141754-2
<b>Company</b>	City of Pitkin	<b>Customer Number</b>	15414
<b>Phone</b>	(620)-668-0046	<b>Customer PO Number</b>	
<b>Fax</b>		<b>Project Tax Exempt</b>	No
<b>E-Mail</b>	jesjerragaretson@gmail.com		Terms: Net 30 Days From Invoice Date

**Quoted By:** Misty Grosse      **Phone:** (970)-379-0598      **Email:** misty.grosse@unitedco.com

Product Code	Description	Quantity	Unit	Unit Price	Extended/Amount
16301	3/4" ROAD BASE	180	TON	\$16.65	\$2,997.00
901.TRK	QUAD AXEL TRUCK RENTAL - CHARGED BY THE HOUR	1	HRS	\$175.00	\$175.00

	Fuel Surcharge Per Ton			\$0.70
	Environmental Fee Per Ton			\$0.15

**Special Notes:**

1. Pricing will be valid through December 31, 2025.
2. Trucking can be arranged with a quad axel dump truck that has a capacity of 27-29 tons/load. A two-hour minimum will be charged for each scheduled delivery, unless other customer orders are arranged the same day. Hourly trucking rate includes loading at the pit, unloading at the project destination and travel back to the pit.
3. Material is priced from the Gunnison West pit located at 1681 County Road 38.
4. Fuel surcharge and environmental fee is in addition to the per ton cost of the material.
- 5.

**Note:**

- 1) Due to the volatility of liquid asphalt United Companies cannot guarantee product availability. Please contact your local salesperson for availability of asphalt product.
- 2) As of January 1<sup>st</sup>, 2026, please anticipate, at a minimum, an additional 10% increase on materials and environmental fees per ton per calendar year moving forward.
- 3) This is a three-page quote with the terms & conditions and is job specific.
- 4) Price quoted is FOB the specified Pit location. If the delivery option is accepted the site must be accessible for the type of truck delivering the material.
- 5) United Companies will need a 60-day notice on any specialty or non-general sales type material and a firm quantity for production purposes. Any material produced for the project will be billed to the customer.
- 6) Each per ton price quoted is subject to the fuel surcharge.
- 7) Customer will need to establish an account with United Companies.
- 8) Prices do not include any applicable taxes. Tax exempt Certificates or Re-Sale Licenses must be presented prior to material pick up or taxes will be applied.
- 9) *All import is subject to United Companies inspection and acceptance. No trash, building materials or contaminated material will be accepted. Any clean up or removal costs will be the responsibility of the customer. Pieces must be no larger than 2ft x 2ft x 8in. No steel without prior approval. Quantity of import must not exceed the quantity of purchased material without prior approval. Import fees may apply.*
- 10) Material is quoted to be in spec when it is loaded into customer's trucks. Quality of material beyond this point is the responsibility of the customer. No additional testing is included and will be charged extra.
- 11) If the pricing, terms and conditions are accepted, please sign in the space provided and return the original hereof to United Companies.
- 12) Prices are good for 30 days. Please retain a copy for your files.

## STANDARD TERMS AND CONDITIONS – MATERIAL SALES

**Applicability.** The accompanying quotation/confirmation of sale/invoice and these terms (collectively, the “*Order*”) comprise the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. These terms prevail over any of Buyer’s general terms and conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms.

**Payment.** Payment terms are net 30 days from date of purchase or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees, arising out of Buyer’s failure to make all payments due under this Order in a timely manner.

**Taxes.** Buyer is responsible for payment of all taxes and duties of any nature whatsoever, including any local, state and federal taxes. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses associated with any levy or attempted levy of any such taxes on Seller.

**Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Order with immediate effect upon written notice to Buyer, if Buyer: (i) fails to pay any amount when due under this Order (or any other agreement Buyer has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Buyer has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.

**Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Buyer shall be FOB Seller’s plant sourcing the Order. If FOB Destination, the Buyer agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Buyer orders delivery beyond curb line, Buyer assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge.

**Title and Risk of Loss.** Title and risk of loss passes to Buyer at the time the materials are loaded into Buyer’s, or Buyer’s agents’, vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller’s delivery, upon delivery of the Materials at Buyer’s location.

**Warranty.** Seller warrants that the goods herein will conform to the specifications provided to Seller prior to manufacture or shipment of the materials. Seller’s obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Buyer shall verify that Seller’s materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Buyer fails to pay Seller in full for the materials provided by Seller pursuant to this Order.

**Time.** If Seller agrees to deliver the goods, Seller shall make reasonable efforts to deliver the goods by the specified delivery date and shall provide notice to Buyer of any expected delays in delivery. Seller is not responsible for failure to supply material

due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.

**9. Modification.** No amendment or modification of this Order shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Order.

**10. No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller’s privilege of exercising such right to any subsequent time or times.

**11. Damages.** Seller’s liability for any and all damages related to this Order shall be limited to replacement of materials sold hereunder. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT,**

**INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS ORDER.**

**12. Indemnity.** To the maximum extent permitted by applicable law, Buyer shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Buyer's breach of this Agreement; (ii) any act or omission by or on behalf of Buyer, its employees, and agents; or (iii) the negligent or alleged wrongful installation of Seller's materials.

**13. Loading Responsibilities.** Buyer releases Seller from any liability for any damage to Buyer's vehicle during the loading process. Prior to loading, Buyer shall first verify the weight capacity of Buyer's vehicle and shall ensure that any loaded vehicle leaving or entering Seller's property is in full compliance with all applicable laws, including without limitation weight laws. Buyer is solely responsible for securing the load on any vehicles loaded for Buyer's benefit and shall securely fasten a tarp to all loose loads or take any other necessary action to prevent product from escaping the vehicle.

**14. Applicable Law.** This Order, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state of Seller's plant sourcing the Order.

**15. Miscellaneous.** (A) Buyer shall be responsible for testing the materials and confirming that the materials comply with Buyer's specifications at Seller's facility prior to directing shipment. (B) Unless otherwise stated in this Agreement or the quote provided herewith, prices quoted shall be good for a period of thirty days. (C) Prices are based upon estimated quantities. If quantities vary more than ten percent (10%) from estimated quantities, prices are subject to adjustment corresponding with any resulting increase in Seller's costs. (D) All funds paid to Buyer from a third party, for the materials or any portion of the materials sold to Buyer hereunder shall be deemed in trust for the payment of all materials, and such funds shall not become the property of Buyer nor may any portion of such funds be used by Buyer for any purpose, until full payment is made for all materials sold by Seller to Buyer hereunder. (E) For a copy of Safety Data Sheets or product label information, please contact Seller at the phone number or address set forth on the attached page for alternate delivery method or visit Seller's website. Buyer agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Buyer's possession or to whom Buyer sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data sheets or label information, or any other literature or packaging relating to the materials.

**16. MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS ORDER, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE OF SELLER'S SOURCE PLANT FOR THE ORDER. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS ORDER, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

Date \_\_\_\_\_

Date \_\_\_\_\_

**Accepted by:** (signature) \_\_\_\_\_

Sales Rep (Signature) \_\_\_\_\_

For Customer (Official Customer Name) \_\_\_\_\_

Sales Rep Name Misty Grosse

Name of Customer's representative \_\_\_\_\_

Title of Customer's representative: \_\_\_\_\_



TOWN OF PITKIN COLORADO  
C/O JESSE JAMES GARRISON

EMAIL:jesjerragaretson@gmail.com



EXCAVATION AND CONSTRUCTION

P.O. BOX 1270  
407B RIVERLAND DR.  
CRESTED BUTTE, CO 81224  
(970)349-5486

FAX 866-300-4164

EMAIL: JCI@JCICRESTEDBUTTE.COM



**PROPOSAL:** \_\_\_\_\_ **MARCH 5, 2025**

We hereby submit specifications and estimates for: See bid items below:

<b>Item:</b>	<b>Description:</b>	<b>Quantity</b>	<b>Price</b>
1.)	150 TONS OF ¾" ROAD BASE, DELIVERED @ \$28.00/TON		\$4,200.00
2.)	24 HOURS GRADER \$165.00/HR		\$3,960.00
3.)	16 HOURS WATER TRUCK @ \$150.00/HR (includes transfer pump and set up)		\$2,400.00
4.)	16 HOURS SMOOTH DRUM ROLLER @ \$145.00/HR (Smooth Drum attachment to Track Skid Steer)		\$2,320.00
	<b>TOTAL</b>		<b>\$12,880.00</b>

**UPON ACCEPTANCE, PLEASE RETURN SIGNED PROPOSAL ALONG WITH A 10 % EXCAVATION DEPOSIT OF \$ 1,288.00**

Please Note: This proposal is based on our best interpretation of the plans currently available All billing will reflect actual quantities, at the prices listed in this estimate. Both parties must approve all Change orders before work on them will commence. This proposal null and void after 60 days but may be withdrawn by JCI at any point after 30 days.

We Hereby Propose to furnish labor, and materials complete in accordance with the above specifications, for the sum of "SEE ABOVE" With payment to be made as follows: Balance net 15



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days from invoice. A 1.5% per month, 18% annum finance charge will be added to any amount past 30 days, including costs of attorney or collection fees.

All material is guaranteed to be as specified. All work is to be completed in a skillful manner according to standard practices. Any alteration or deviation from above becomes an extra charge over and above the estimate. This proposal is based on the assumption of normal excavation techniques, jack hammering, or blasting is not considered normal excavation, and will be billed on a time and material basis. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by workers' compensation insurance. Erosion control prices are for initial installation only. Maintenance and upkeep by owner. **THIS PROPOSAL DOES NOT INCLUDE SNOWREMOVAL OR THAWING OF FROZEN GROUND.**

Authorized Signature \_\_\_\_\_ Note: we may withdraw this proposal if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Date \_\_\_\_\_