

RESOLUTION NO. 12-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CASTLE PINES, COLORADO AUTHORIZING A CHANGE ORDER
TO A CONSTRUCTION CONTRACT BY AND BETWEEN THE CITY OF
CASTLE PINES AND INTERSTATE HIGHWAY CONSTRUCTION, INC. IN THE
AMOUNT OF \$685,000.00 FOR REMAINING WORK RELATED TO THE 2011
STREET RESURFACING PROJECT**

WHEREAS, by Resolution No. 11-43, City Council authorized the City Manager and the City's consulting engineer, Merrick & Company, to finalize negotiations with Interstate Highway Construction, Inc. (the "Contractor") with respect to the Contractor performing work related to the City's 2011 Street Resurfacing Project (the "Project"); and

WHEREAS, the Construction Contract by and between the City and Contractor (the "Contract"), as modified by Change Order No. 1 approved by Resolution No. 11-48, established a not to exceed amount of \$1,799,937.00 for initial phases of the Project; and

WHEREAS, the Contract as modified by Change Order No. 2, approved by Resolution No. 11-68, established a not to exceed amount of \$2,059,931.50 for the Project; and

WHEREAS, the City has not yet commenced the final payment procedures required by Section 6.5 of the Contract; and

WHEREAS, the City desires the Contractor to undertake additional work related to the Project, specifically additional repairs and resurfacing of sections of Castle Pines Parkway (the "Additional Work"); and

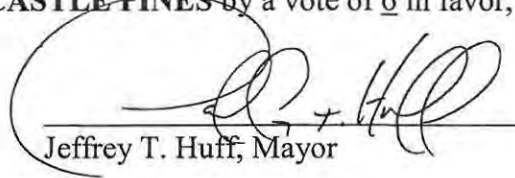
WHEREAS, the City desires to authorize the Contractor to undertake the Additional Work and further desires to amend the not to exceed amount set forth in the Contract to \$2,744,931.50, an increase of \$685,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. Following recommendation for acceptance by the City Engineer, the Mayor, Mayor Pro Tem, or City Manager is authorized to sign a Change Order to the Contract, in substantially the same form as attached to this Resolution as **Exhibit 1** ("Change Order No. 3"), by and between the City of Castle Pines and Interstate Highway Construction, Inc., in the amount of \$685,000.00. Change Order No. 3 authorizes additional work to be completed on the City's 2011 Street Resurfacing Project and revises the Project not to exceed amount set forth in the Contract to \$2,744,931.50.

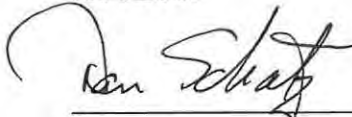
Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 6 in favor, 0 against and 1 absent this 14th day of February, 2012.



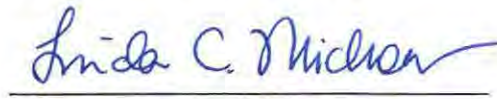
Jeffrey T. Huff, Mayor

ATTEST:



Dan Schatz, City Clerk


APPROVED AS TO FORM:



Linda C. Michow, City Attorney

Exhibit 1

Change Order #3

		<h1>CHANGE ORDER</h1>
PROJECT: 2011 Street Resurfacing Project	CITY PROJECT NO.:	CHANGE ORDER NO. <u>3</u>
		CONTRACT DATE: July 27, 2011
TO: INTERSTATE HIGHWAY CONSTRUCTION, INC.		DATE: February <u>14</u> , 2012
DESCRIPTION OF ORIGINAL WORK: PHASES I and II of 2011 Street Resurfacing Project, as described in Exhibit A to the Construction Contract for the 2011 Street Resurfacing Project		

It is hereby mutually agreed that when this Change Order has been signed by the contracting parties, the following described changes shall be executed by the Contractor without changing the terms of the Contract, except as herein stipulated and agreed.

Contractor shall undertake and complete the following additional work: that certain additional work as detailed on Exhibit A to this Change Order No. 3, generally described as the repair and/or replacement of identified sections of Castle Pines Parkway (the "Additional Work"). Additional unit bid prices as specifically listed on Exhibit A to this Change Order are hereby included in the Contract for completion of the Additional Work. Contractor shall be responsible for all traffic control required for the Additional Work.

Contractor agrees to furnish all Materials and labor and to perform all Work required to complete the above described changes in accordance with the requirements for similar Work covered by the Contract, except as otherwise stipulated herein, for the following considerations:

CHANGE TO CONTRACT PRICE	AMOUNT / DATED / AVG
Original CONTRACT PRICE	\$ 425,000.00
Current CONTRACT PRICE adjusted by Change Orders <u>1</u> thru <u>2</u>	\$ 2,059,931.50
The CONTRACT PRICE due to this Change Order will be (Increased) (Decreased) (Unchanged) by	\$ 685,000.00
The new CONTRACT PRICE including this Change Order will be	\$ 2,744,931.50
CHANGE TO CONTRACT TIME / COMPLETION DATE	
Current CONTRACT Completion Date	120 days from NTP
CONTRACT TIME will be (Increased) (Decreased) (Unchanged) by this number of Calendar days	165
The DATE for completion of all WORK (Amended Contract Time) will be <u>May 31, 2012</u>	285 days from NTP

RECOMMENDED FOR ACCEPTANCE:

CITY ENGINEER: [Signature] PE, PLS
 BY: _____ DATE: 2-17-12

ACCEPTED:

CONTRACTOR: INTERSTATE HIGHWAY CONSTRUCTION, INC.
 BY: [Signature]

DATE: 2/17/12

CITY OF CASTLE PINES:
 BY: [Signature]
 Jeffrey T. Huff, Mayor

DATE: 2-27-12

APPROVED BY CITY COUNCIL RESO. NO: 12-06

EXHIBIT A to Change Order #3

Unit Bid Prices for Additional Work – Change Order #3		
Description	Unit	Unit Price
Spall Repair	SF	\$97.00
Remove and replace due to cracks	SY	\$89.00
Remove and replace due to Spall	SY	\$89.00
Remove and replace due to Differential Settlement	SY	\$89.00
Remove and replace curb and gutter	LF	\$32.00

The additional work authorized by this Change Order #3 ("Additional Work") is generally described as the repair and/or replacement following sections of Castle Pines Parkway: (1) from the driveway accessing The Ridge Golf Course east to Forest Park Drive; and (2) 100 feet west of Shoreham Circle to Debbie Lane.

The additional work will be performed by Contractor on Segments 5 – 6 (Castle Pines Parkway, West end) and Segments 13 – 24 (Castle Pines Parkway, East end), as directed by the City Construction Manager identified in the Construction Contract dated July 27, 2011, as those Segments are more particularly described in the diagram and estimate prepared by Contractor dated 10-10-2011 and titled "City of Castle Pines Rehabilitation Quantities." Working in conjunction with the City Manager and the Public Works Program Manager, the Contractor, shall prepare a map showing the specific location(s) of the Additional Work prior to the commencement of the additional work, and the same shall be attached to the Contract as **EXHIBIT C**.

Standards applicable to Phase I and Phase II of the Work identified in the Contract shall apply to the Additional Work.

In accordance with Section 1.0 of the Contract, the Contractor agrees to submit written field reports to the City Public Works Program Manager and the City Manager on a weekly basis.

In accordance with Section 6.2.3 of the Contract, the City shall retain five percent (5%) from each invoice related to the Additional Work so that at the end of the Contract there will be retainage of 5% available to complete punch list items or other final close out items required by the Contract.

In accordance with Section 7.4 of the Contract, the Contractor shall provide the City with a Performance Bond and Labor and Materials Payment Bond for the revised Not to Exceed Amount set forth in Change Order #3 (being \$2,744,931.50) prior to commencing any of the Additional Work. The Performance Bond and Labor and Materials Payment Bond, both in the amount of \$425,000.00 with Federal Insurance Company as Surety (Bond No. 8161-85-82) shall be amended accordingly prior to the commencement of the Additional Work.

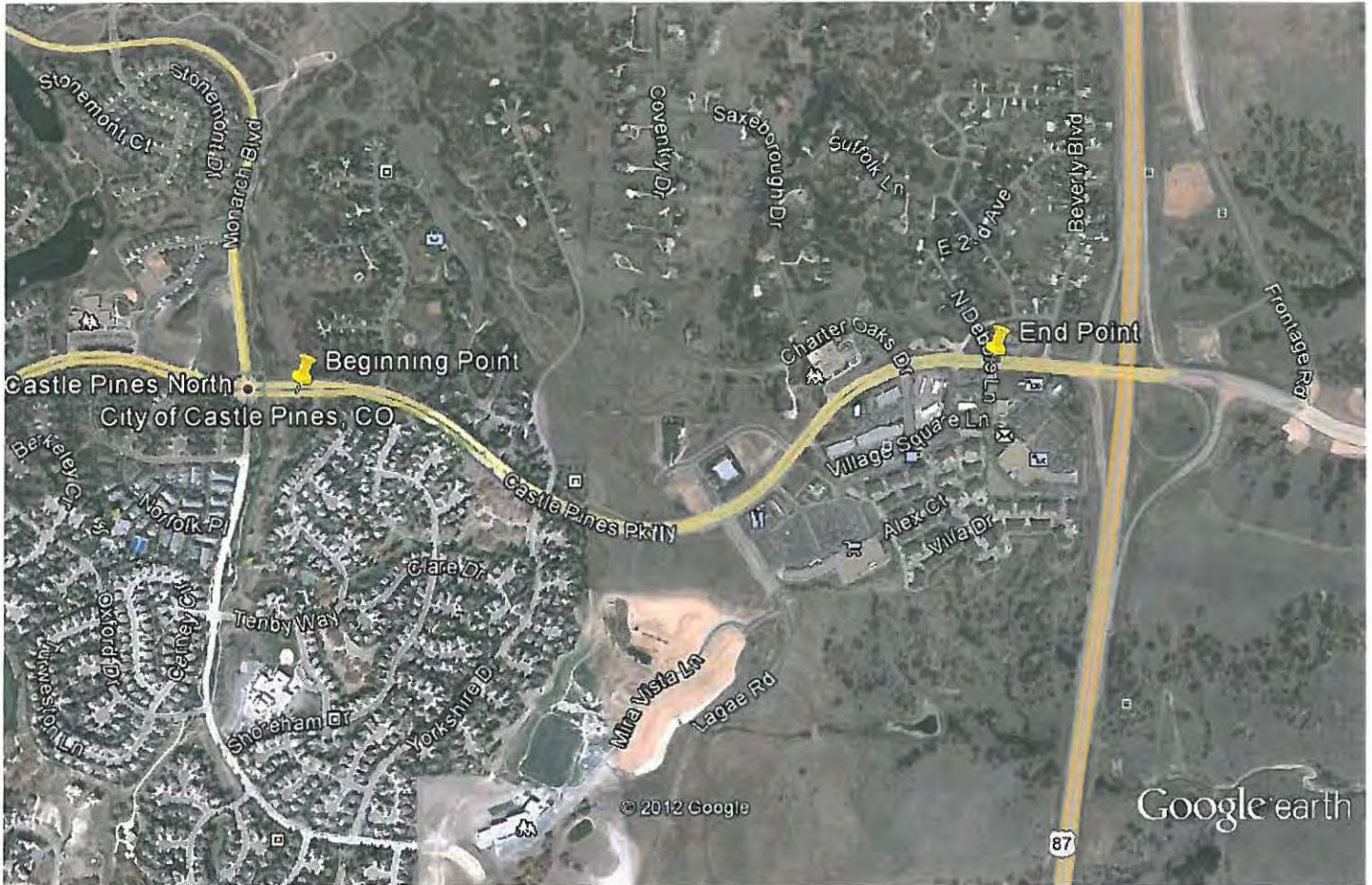
Ex. C



Google earth

feet
meters





Google earth

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