

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 46, SERIES 2019**

**A RESOLUTION APPROVING CHANGE ORDER NO. 1
OF THE TIMNATH MAIN STREET PROJECT**

WHEREAS, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Town has included this project in its 2019 Capital Improvement Projects; and

WHEREAS, the Town Council is familiar with the Project and finds it to be in the best interest of the Town, its residents, and the general public to proceed with construction;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval

The additional funds of \$300,00.00 for Change Order No. 1, and the total expenditure of funds up to \$975,301.25 is hereby approved for the construction of the Timnath Main Street project. The Town Manager is hereby authorized to enter into said agreements. The required agreements may be finalized by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON AUGUST 13, 2019.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters-Garcia, CMC
Town Clerk



Connell Resources, Inc.
7785 Highland Meadows Pkwy, #100
Fort Collins, CO 80528
Phone: (970) 223-3151
Fax: (970) 223-3191



Estimator: Eric Marsh

QUOTATION

Date: 6/25/2019

Submitted To: Town Of Timnath	Bid Title: Timnath Main Street Utility Change
Address: 4800 Goodman Street Timnath, CO 80547	Bid Number:
Contact:	Project Location: Main Street Timnath
Phone: 970-224-3211	Project City, State: Timnath, CO
Fax: 970-224-3217	Engineer/Architect:

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
26	Remove Of Existing Tree	1.00	EACH	\$1,700.00	\$1,700.00
27	Remove & Replace Additional Fence	14.00	LF	\$19.00	\$266.00
28	Deduct-Roll Over Curb And Gutter W/5' Walk	-232.00	LF	\$43.50	(\$10,092.00)
29	Mid-Block Access Ramps	2.00	EACH	\$1,700.00	\$3,400.00
30	Corner Access Ramps	6.00	EACH	\$1,700.00	\$10,200.00
31	6' Crosspans	3.00	EACH	\$6,900.00	\$20,700.00
32	Signs (includes Posts)	2.00	EACH	\$196.00	\$392.00
33	Dry Utility Sleeve Bundles (6" (2EA) 4"(3EA) - 69' Long)	3.00	EACH	\$1,200.00	\$3,600.00
34	Flow Fill For Dry Utility Sleeves	8.00	CY	\$148.00	\$1,184.00
35	Mobilization	1.00	LS	\$20,000.00	\$20,000.00
36	Temp Recycle Asphalt Road For Shoe-Fly	4,000.00	SY	\$11.00	\$44,000.00
37	Potholing	3.00	EACH	\$1,800.00	\$5,400.00
38	Traffic Control Flagging	90.00	HR	\$28.00	\$2,520.00
39	Construction Staking	1.00	LS	\$2,800.00	\$2,800.00
40	Erosion Control Manager	1.00	LS	\$700.00	\$700.00
41	Flow Fill For Street Cuts	971.00	CY	\$135.00	\$131,085.00
42	Asphalt Patching	275.00	SY	\$80.00	\$22,000.00
43	Tie To Existing Sewer Main	1.00	EACH	\$5,100.00	\$5,100.00
44	8" Sanitary Sewer 16-20' Deep	135.00	LF	\$160.00	\$21,600.00
45	Rock Excavation	420.00	CY	\$79.00	\$33,180.00
46	Dewatering	435.00	LF	\$94.00	\$40,890.00
47	4" Service Lateral	6.00	EACH	\$5,500.00	\$33,000.00
48	4' Sanitary Manhole	2.00	EACH	\$7,650.00	\$15,300.00
49	Adjust Existing Manholes	3.00	EACH	\$750.00	\$2,250.00
50	Tie To Existing Water Main	2.00	EACH	\$7,600.00	\$15,200.00
51	Water Main 8" C900	106.00	LF	\$107.00	\$11,342.00
52	Tee 12"x8"	2.00	EACH	\$3,500.00	\$7,000.00
53	8" Gate Valves	4.00	EACH	\$1,300.00	\$5,200.00
54	Water Service	6.00	EACH	\$5,200.00	\$31,200.00
55	Fire Hydrant (temporary)	2.00	EACH	\$5,800.00	\$11,600.00

Total Bid Price: \$492,717.00

Notes:

- Pricing is based upon plans entitled "Timnath Landing Filing 1" dated 3/14/17, Sheets 3, 14, 16, 17, 18, 22, 32, 33, 33, 34 as prepared by EMK Consultants, Inc and Geotechnical Engineering report dated Not Given
- The following are excluded from this proposal: Construction layout and engineering; Drainage facility certification; Warrantee period in excess of one year; Street cleaning for work performed by others; Permits; including but not limited to, city building, development construction, construction dewatering, wastewater discharge, storm water discharge (NPDES), air quality, etc.; Fees, including but not limited to, for development, inspection, utility connection, meters, etc.; Dewatering; Maintenance of erosion control devices for others; quality control or acceptance testing; prairie dog removal, relocation, or extermination; landscaping, seeding, or revegetation.
- Pavement Drainage less than 1.5% designed or obtainable fall will not be guaranteed.

- Material prices for pipeline Items are guaranteed for a period of 30 days from the date shown on the top of this quote. After 30 days the material prices may change the unit prices quoted.
- All work is contingent on the availability of construction water, access to the work, negotiation of acceptable contract terms, a mutually agreeable schedule, and verification of financing.
- Please provide a minimum of 4 weeks advanced notification of work requests to allow for scheduling the work. No work will be completed without a signed Contract Agreement. Work is anticipated 9/1/19
- Frost removal or winter protection is not included. If requested, it will be billed either on a time and material basis or a lump sum amount that is mutually agreed upon.
- Asphalt cement suppliers are adjusting pricing monthly. Asphalt cement prices are subject to adjustment.
- Environmental site assessment / mitigation of hazardous or contaminated materials is excluded. Treatment or testing for contaminated groundwater is specifically excluded.
- Add 1% to include performance and payment bond.

CONDITIONS AND AGREEMENTS

1. **WITHDRAWAL OF QUOTATION:** This quotation may be withdrawn or modified by Connell Resources, Inc. (“Connell”) if not accepted by the named Sponsor (the “Sponsor”) within thirty (30) days from date of issue.

2. **PERFORMANCE:** Delivery of materials and performance of services herein quoted are subject to delays occasioned by circumstances beyond Connell’s control. Completion date is subject to weather conditions, mechanical failures, labor difficulties, fuel or material shortages, fire, government authority or regulation, acts of God, engineering changes, contractors not included in this Agreement or any cause beyond Connell’s control.

3. **SPONSOR’S RESPONSIBILITIES:** This quotation does not include any charges for tapping fees unless noted. Sponsor to furnish all easements and adequate working right of ways. Sponsor will pay all costs of design engineering and inspections and quality control testing.

4. **SOIL MECHANICS AND UNDERGROUND CONDITIONS:** During excavation, if material is encountered that a 1-¼ yard backhoe cannot remove for utility installation or a D8 tractor cannot rip for grading work, a price adjustment may be necessary. If blasting (or other approved method) becomes necessary, this work will be done as an additional cost on a time and material basis or a negotiated lump sum basis. Also, if unstable subgrade conditions are encountered, these conditions shall be the criteria for change order negotiations between Sponsor and Connell.

5. **DESIGN AND ENGINEERING SERVICES:** Sponsor acknowledges that Connell is not providing professional design or engineering services. Sponsor is solely responsible for performing, or retaining qualified professionals to perform, all such services, at their cost. Connell shall not be liable for any damages resulting from design or engineering services performed by Sponsor, Sponsor’s agents or third parties.

6. **EXTRA WORK:** Upon written notice from Connell to the Sponsor, Sponsor’s agent or employee that extra work not specifically included in the quotation is necessary to complete the work described, the parties shall negotiate a written, signed agreement for the extra work within three (3) working days of the date of such notice. If such written agreement is not reached within three (3) working days and Connell has not otherwise received from the Sponsor any written authorization for the extra work, then Connell may in its sole absolute discretion proceed with extra work if Connell considers it necessary. As compensation for the extra work, the Sponsor shall pay Connell on a time-and material basis for all costs related to such work unless the parties agree in writing on another method of compensation.

7. **QUANTITY DETERMINATION AND BILLINGS:** For any unit price quotation, the quantities shall be verified by in-field measurement after construction, and the total price to be paid by Sponsor will be calculated by multiplying the verified quantities times the unit prices for such quantities. This quotation shall be considered a unit price quotation unless it is specifically designated as a lump-sum quotation.

8. **PAYMENT TERMS:** The Sponsor agrees to pay Connell the full quoted price with any adjustments, provided for the work herein specified. Invoices or progress payments will be due on the 10th of each month following their issue. Payment shall be overdue and delinquent if not received by Connell by the due date. Time is of the essence to this Agreement. Connell will be entitled to a 1½% per month LATE PAYMENT CHARGE, NOT A FINANCE CHARGE, which is an ANNUAL PERCENTAGE RATE OF 18%, on any past due balances. Acceptance by Connell of a partial payment shall not be construed as a waiver of Connell’s right to full and immediate payment.

9. **DEFAULT:** If Sponsor defaults in timely making any payment or performing any obligation under this Agreement, Sponsor shall pay all costs and expenses (including reasonable attorney’s fees) incurred by Connell as a result of the default. This Agreement is governed by Colorado law. Venue for any litigation involving this Agreement shall be in Larimer County, Colorado.

10. **WARRANTIES:** All work shall be performed in a good and workmanlike manner in accordance with the applicable ordinances and regulations of the City, County or District in which it is performed. All warranties will be as per the City, County or District in which the work is performed, as stated by their ordinances or regulations. EXCEPT AS PROVIDED ABOVE, CONNELL MAKES NO WARRANTIES WITH RESPECT TO THE WORK PERFORMED UNDER THIS AGREEMENT AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY CONNELL AND BUYER.

11. **SOIL STERILIZATION:** If a soil sterilizer is applied it is done as an effort to retard weed growth and no guarantee is expressed or implied that its use will be effective.

12. **ASPHALT PRICE ADJUSTMENTS:** In the event of national and regional shortages of crude oil or other factors beyond Connell’s control, Connell’s suppliers will no longer furnish a long-term price for asphalt cement. If paving work is not performed during Connell’s current paving season, the price may be increased by Connell to reflect price increases in the following paving season when the work is completed. The normal paving season extends from April to November 15, depending on weather conditions.

13. **AUTHORITY TO PERFORM WORK:** The person signing this Quotation for the Sponsor is an authorized representative of the Sponsor. Furthermore, the Sponsor represents that it is an authorized representative of the owner of the premises on which the work is to be done and that permission and authority are hereby granted to Connell to perform such work on the premises in accordance with the terms and conditions of this Agreement.

14. **INDEMNIFICATION/LIABILITY LIMITATION:** Connell shall not be responsible for Sponsor’s acts or omissions, or those of any other person or entity. Sponsor shall indemnify and hold Connell harmless from and against all claims, demands, suits, liabilities, losses and expenses (including reasonable attorneys fees) arising from or relating to any act or omission of Sponsor, Sponsor’s agents, or any third party. In no event shall Connell be liable for any consequential, incidental, special, punitive or indirect losses or damages which the Sponsor may incur or suffer in connection with this Agreement.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

16. **HAZARDOUS MATERIALS:** In the event Connell encounters on the job site hazardous chemicals, wastes, or material as defined by any federal, state, or local authority (referred to as “Hazardous Materials”) which are not introduced to the job-site by Connell, Connell shall have no duty or responsibility for handling, storage, or disposal of such Hazardous Materials, or for complying with any federal, state, or local laws, regulations or ordinances pertaining to the handling, storage, or disposal of the Hazardous Materials. Connell shall not be required to

perform further work in the vicinity of the Hazardous Materials to the extent such Materials may, in Connell's sole opinion, pose any threat to the health and safety of Connell personnel. Any delays in the performance of Connell's work related to or caused by the presence of Hazardous Materials on the job-site will extend Connell's time for performance under this Agreement a like amount of the time.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: <u>Town of Timnath</u> Signature: <u>April Deitchman</u> Date of Acceptance: <u>8/14/19</u>	CONFIRMED: Connell Resources, Inc. Authorized Signature: _____ Estimator: Eric Marsh 970-223-3151 emarsh@connellresources.com
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------