

## **CHANGE ORDER**

PROJECT: Chaparral High School Track Resurfacing	<b>CONTRACTOR:</b> Hellas Construction, Inc.	
DATE: May 28, 2025	CHANGE ORDER #:	1
This contract shall be changed as follows:		
CHANGES:		

1.	. Rework identified areas of subgrade due to poor and problematic conditions	\$67,230.24
2.		\$0.00
3.		\$0.00
4.		\$0.00
5.		\$0.00

#### **TOTAL CHANGE ORDER:** \$67,230.24

By signing below the contractor acknowledges acceptance of this change order as full compensation to the contractor for all costs related in any way to this work and its effect on other work already contracted for.

#### **CONTRACT STATUS:**

Original Contract Sum Previous Change Orders Current Contract This Change Order	\$584,540.00 \$0.00 \$584,540.00 \$67,230.24	
NEW CONTRACT TOTAL	\$651,770.24	
The Contract time will be extended by the date of this Change Order is	0 July 26, 2025	calendar days. Therefore, the date of Final Completion as of

### NOT VALID until signed by the Contractor, and Owner, and approved by the School District's Board of Education (if applicable).

Hellas Construction, Inc.	Douglas County School District
Contractor	Owner
Logan Bond	
Ву	Ву
5/29/2025	
Date	Date



Project Name: Chaparral

Change Order Number:

<u>CO#1</u>

Hellas Project Number:20250184

12000 West Parmer Lane AUSTIN, TEXAS 78613 PH: 512-250-2910 FAX: 512-25-1960

HELLAS CONSTRUCTION, INC

# CONTRACT CHANGE ORDER

RE: Scope of work change

Contact Person: Bill Fordyce

DESCRIPTION OF CHANGE (Attach additional pages if required)		Decrease In	Increase In
Mill and haull off, rewowork subgrade, and pave over 15708sf			\$67,230.24
	Subtotal	\$0.00	\$67,230.24
	Total Add(Deduct)	<u>\$0.00</u> \$67,23	
Contract Informati			
	Original Contract Sum		\$584,540.00
	Previously Approved CO		
	Present Contract Amount		\$584,540.00
	This CO Add(Deduct)		\$67,230.24
	New Contract Sum		\$651,770.24

This Change Order is an amendement ot the Contract Documents between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the Owner and the Contractor for this change.

6		
APPROVED	APPROVED	OFFICE USE ONLY
William Fordyce		

F	Logan Bond	
Signature, Owner	Signature, Contractor	
William Fordyce	Logan Bond	
Printed Name	Printed Name	
05/14/2025	5/13/2025	
(Date)	(Date)	

X:\1Jobs - 2014\01 - Master Project Folder (Job Name - Project Number)\Subcontracts\hellas subcontract change order



P.O. Box 329 Commerce City, CO 80037 (303) 292-3434 FAX (303) 292-6267 www.coloradoasphalt.com

То:	CB Services LLC	Contact:	
Address:	27385 CR66	Phone:	(307) 262-6519
	Gill, CO 80624 USA	Fax:	
Project Name:	Hella`s Track Resurfacing	Bid Number:	40826
<b>Project Location:</b>	15655 Brookstone Dr, Parker, CO	Bid Date:	5/9/2025

Colorado Asphalt Services, Inc. hereby offers to furnish the materials and labor required to perform the work set forth below for the named Purchaser herein upon the terms set forth below and on the terms and conditions page hereof. Upon acceptance by the Purchaser, this offer shall become a Contract for the work set forth herein upon the terms set forth herein. The Contract price for the work shall be the sum of the items set forth below. The Price of measured items is approximate and subject to accurate measurement upon completion of the work. Prices are valid for 30 days from the bid date of the proposal.

Item #	Item Description	Estimated Quantity Unit	Unit Price	Total Price
Mill & Ove	rlay			
1	Mill 2 1/2 " Asphalt And Haul To Recycling Center	15,708.00 SF	\$1.15	\$18,064.20
2	Scarifiy Recompact Subgrade	15,708.00 SF	\$0.38	\$5,969.04
3	Overlay 2 1/2 " Hotmix Asphalt.	15,708.00 SF	\$2.75	\$43,197.00
		Total Price for above Mill 8	Overlay Items:	\$67,230.24
Patching C	ption			
1	Saw Cut Asphalt	1.00 LS	\$1,387.83	\$1,387.83
2	Remove, Haul And Dispose Of Unclassified Subgrade Material. (WARRANTY WAIVED)	50.00 TON	\$87.00	\$4,350.00
3	Replace Asphalt To A Depth Of 2" With SX 75 PG 64-22. (WARRANTY WAIVED)	50.00 TON	\$140.00	\$7,000.00
		Total Price for above Patchin	g Option Items:	\$12,737.83

#### Notes:

- ALL PRICING IS BASED ON WORK BEING APPROVED AND PERFORMED INCONJUNCTION WITH ADDITIONAL 15 PROPERTIES LISTED FOR 2025
- **BID EXCLUDES:** Engineering, QC Testing, Permits, Fees, Survey, Staking, Soil Sterilization, Portable Toilets, Dumpsters, Prime Coat, Winter Protection, Ground Heaters, Night Work, Fine Grading, Placement of Aggregate Base, Shoulder Work, Work scope dealing with soft subgrade, Adjustment of manholes or water valves, Weekend Work, Dewatering, Snow Removal, Traffic Control, Temporary Asphalt Surfaces, Temp Ramps, Striping, Signs, Saw Cutting, Textura Fees, Erosion Control, Excavation, Underground Utilities, Retaining Walls, Finish grading for landscaping, Handling of any trench spoils, Mass Grading, Backfilling Concrete, Landscaping, Irrigation, Electrical, Temp striping, Structure excavation, Structure backfill, Excessive cleaning of HMA surface prior to top lift paving, Repairs to completed work caused by others, Jobsite Cleanup outside of CASI's scope, street sweeping, or anything not specifically stated or called out within this proposal

#### • PROJECT SPECIFIC CONDITIONS:

- Excludes performance and payment bond, bond available for an additional fee of 2%.
- This quote is good for 30 Days from the date of this proposal. This work can be scheduled only after receipt of signed contract. A copy
  of this quote shall be incorporated into the CASI subcontract agreement. The T&C's of this quote shall govern over any conflicts between
  this quote and the GC's subcontract.
- Pricing is based on a 100% full package quote. Any difference to this statement shall be approved in writing by the CASI
  management/estimator of record for acceptance
- Pricing for this proposal was derived from plans drawn by xxx referencing sheet(s) x through x, dated xx.xx.xx
- Depths for this proposal were estimated based on soils report prepared by xxx, dated xx.xx.xx
- Any Change in Asphalt/Concrete Pavement Thickness may result in a Unit Price Change.
- Pricing is based on site to be within +/- 1/10' of finished subgrade by others prior to CASI mobilizing to the jobsite
- Pricing includes construction water for our work only and assumes an onsite hydrant is to be made available for CASI's use during construction activities.
- All manholes and water valves to be marked and left for final adjustment by adding grade rings to manholes (nothing over 12" adjustment from cone) and screwing water valves up or down using a valve wrench for CASI to raise during their construction activities. All manhole frames and covers to be provided by others and left at the specific site locations. GC to provide all WV conditions so that adjustment by screwing them up to finish grade during paving operations can be performed. If facilities are not left in this status, CASI will invoice for all added costs associated with this item as extra work.

#### • ASPHALT CONDITIONS:

- All asphalt concrete is based on providing a Colorado, AASHTO, ASTM, and/or MGPEC Super pave mix. Mix type(s) planned are a grading S or SX mixes using PG 64-22 liquid with up to 30% RAP.
- ALL Asphalt Compaction is Based on Industry Standard 92-96%.
- Sprinklers must be turned off at least 24 hours prior to work being performed
- All asphalt paving in Handicap Parking Stalls is specifically excluded from pricing

#### CONCRETE CONDITIONS:

- · All Sprinklers must be turned off at least 48 hours prior to any Concrete Work being performed.
- Bid does not include demolition of concrete with rebar. If rebar is found in concrete there will be a price adjustment needed, which will include a \$300 dump fee per tandem.
- Bid does not include any concrete pumps, if unable to tailgate from a concrete mixer it will be an additional \$2,500 charge for a pump, or \$100/CY to buggy the material from the truck.
- Pricing EXCLUDES any road base material underneath sidewalk that is not specifically called out within the plans.
- Pricing is based on tooled concrete joints, excludes green cut of the concrete.
- Pricing is based on using 1/2" fiber expansion joint material in concrete mix.

#### • SUGRADE CONDITIONS:

- · We exclude future settlement of utilities due to subgrade failures or lack of compaction beyond the section we completed
- We accept subgrade +/- 0.10 foot balanced with the correct density and moisture content
- If material is needed to balance subgrade it must be available to us from onsite source, if not then material can be imported at the request of the owner representative and paid for by a change order to the contract
- Subgrade preparations as quoted in proposal are based on a one time process, if for any reason the first process fails to achieve moisture or compaction as per specs and CASI is directed by owner or owner representative to do additional processes to achieve passing test and proof rolls this will be considered additional work and will be performed on an hourly rate and paid for by a change order to the contract

#### MISC CONDITIONS

- · Areas of work to be verified prior to start of project.
- Does not include Labor for a Job Wide Composite Clean Up Crew. Colorado Asphalt Services will be responsible for clean up of its own debris only and does not have the manpower to supply labor for a Composite Crew.
- Pricing is based on having unobstructed access to the site. Any delays by obstructed access will be subject to a unit price change.
- If customer's schedule requires asphalt paving before the curb and gutter is in, we specifically exclude any repairs due to unacceptable paving depths/elevations or finished surface depressions
- Utility adjustments are as quoted and do not include; replacement of broken parts, adjustments over 12", or adjustments of angle of structure
- While we are completing our contracted work, we are not liable for any damage to existing lot or roadways due to necessary trucking and construction traffic required to complete our work
- During our operations if roots are encountered we are not liable for damage to trees or shrubs

#### • ADDS:

- · If Additional Mobilizations, for areas less than production rates add \$2,500 per each
- If Water Valve Adjustment required, add \$405.00 per each
- If Manhole Adjustment required add \$895.00 per each
- If Cleanout Adjustment required add \$450.00 per each
- If bond is required add 2%
- If OCIP or equivalent owner supplied insurance is required or requested add 3%
- If Training Add \$75.00 per Manhour

#### ESCALATION

- Pricing is based on current market pricing. Prices are subject to monthly AC increases, if price adjustments are needed when the paving begins, CASI will provide the AC price that the project was bid with to establish the benchmark. An invoice will be supplied for the month(s) the work is performed. The pricing will be adjusted depending on the variance at the time of placement.
- Labor, equipment and material are subject to increases from time of bidding to time of work being performed
- Fuel Surcharges are based on month of bid form diesel fuel price/gallon. Pricing is subject for review and increases each billing cycle. Fuel surcharges will apply once the base diesel price increases by \$0.25 per gallon above the quoted rate at time of bid for this project. If rates increase by \$0.25, CASI will invoice a 1.00% fuel surcharge for the work invoiced or completed during that billing cycle. (i.e. a \$100,000 invoice will net a \$1,000 fuel surcharge invoice or \$101,000)

#### • PAYMENT-LIABILITY-INDEMNITY

- This proposal is being offered on a unit price basis. Invoicing to be based on actual quantities measured after material placement is complete.
- PAYMENT TERMS- CASI shall be paid within 30 days of invoice for all accepted and installed work. "Paid if paid" or "when paid" language in the owners contract or GC's subcontract is excluded and is NOT to be considered as part of this proposal. No greater retention shall be withheld from CASI than is allowed within the contract documents and retainage held by cause of "OTHERS" shall not be included in CASI scope. NO EXCEPTIONS.
- Bid does not include any cost for owner insurance, builder's risk, or pollution liability coverage
- This proposal is based on the assumption that there are no hazardous or toxic substances on the project which will be encountered by the contractor in the performance of its work and which have not been disclosed to contractor in writing. Contractor shall not be responsible for testing to determine the presence of absence of hazardous or toxic substance, nor for the removal of any such substances from the project. Owner shall defend, indemnify, and hold contractor harmless from any liability incurred by the contractor as a result of its performance by reason of the presence of hazardous or toxic substances found in any soils or underground tanks, pipes, or other structures on the project or fill material provided by owner or others.
- If CASI needs to pursue collection efforts CASI will be entitled to all attorney fees, court costs and other collection expenses

#### WARRANTY CONDITIONS

- Ground and Air Temperatures to be 40 degrees and rising for bottom lifts and 50 degrees and rising for top lift (taken in the shade) for a minimum 6 hour period to perform Asphalt Installation and to uphold any Warranty.
- CASI will not guarantee or be held responsible for performance based on material or supply chain shortages.
- NO WARRANTY and NOT RESPONSIBLE FOR PONDING OR BIRD BATHS IN AREAS WITH LESS THAN 2% SLOPE OF ASPHALT AND 1% SLOPE OF CONCRETE.
- NO WARRANTY FOR WORK PERFORMED ON FROZEN SUBGRADE.

#### **Payment Terms:**

Invoices for payment for work done shall be issued at least monthly in accordance with the payment terms set forth above. Payments shall be due when the invoice is rendered and shall be considered delinquent thirty days from the date of the invoice. Interest shall accrue and be payable on delinquent accounts at the rate of one and one-half percent (1.5%) per month (annual percentage rate - eighteen percent (18%).

ACCEPTED:	CONFIRMED:
The above prices, specifications and conditions are satisfactory and are hereby accepted.	COLORADO ASPHALT SERVICES, INC.
Buyer:	
Signature:	Authorized Signature:
Date of Acceptance:	Estimator: Milton Vega
	(303) 292-3434 mvega@coloradoasphalt.com