

**SUBJECT: APPROVAL OF CONTRACT BETWEEN THE CITY OF
LOUISVILLE AND VELOCITY CONSTRUCTORS INC FOR THE
SID COPELAND WATER TREATMENT PLANT FILTER MEDIA
REPLACEMENT**

DATE: APRIL 2, 2024

PRESENTED BY: KURT KOWAR, P.E., PUBLIC WORKS DIRECTOR

SUMMARY:

Staff recommends the approval of a contract with Velocity Constructors Inc. in the amount of \$509,099 along with a 20% contingency of \$106,901 for the Sid Copeland Water Treatment Plant (SCWTP) Filter Media Replacement Project. This contract is for the removal and replacement of the existing filter media along with coating rehabilitation of concrete and steel materials within the filter basins. The existing ceramic underdrain tiles will be inspected after removal of the filter media and repaired as needed.

This project is a critical component of the City's water treatment process and will ensure a reliable water supply. The existing media was last replaced in 2009. This media replacement was planned around the 15-year age mark which aligns with industry standards of filter media replacement every 10 to 20 years. Staff has also recently observed some degradation of filtering efficiency, confirming that replacement is needed. Media replacement will need to occur outside of the summer months to not interfere with water production requirements. Based on this schedule new filter media can be ordered and completely installed by March of 2025.

During the months of February and March 2024 the project was publicly advertised with (3) three contractors attending the mandatory pre-bid meeting. Staff received a total of (2) two bids as shown in the following table:

Contractor	Total Base and Optional	Base Bid	Optional Bid Items	Underdrain Tile Replacement (Each)
Velocity Constructors Inc.	\$509,099	\$340,619	\$168,480	\$7,705
Glacier Construction Co., Inc.	\$828,800	\$508,800	\$320,000	\$3,680

The base bid includes the removal and disposal of the old media as well as the installation of new filter media. Optional bid items include the coating rehabilitation of concrete and steel materials in the basin. Unit pricing was obtained for replacement of the underdrain

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tiles if needed after inspection. Velocity Constructors Inc. is the lowest responsive bidder for the project and both the base and optional bid items are within the project budget.

FISCAL IMPACT:

Existing Project Budget (501498-660141)	\$616,000
Base Bid (Removal and Replacement of Filter Media)	\$340,619
Optional Bid (Concrete and Steel Coating)	\$168,480
Contingency (20%)	\$106,901
Total Cost	\$616,000
Remain Project Budget	\$0

This project is currently in the FY2024 budget under account 501498-660141 with a total budget of \$616,000. This requested contingency will allow for underdrain tile replacement and any unexpected repairs needed once the filters are taken offline and inspected.

PROGRAM/SUB-PROGRAM IMPACT:

Consistently provide safe and effectively treated water and wastewater, routinely testing quality for compliance with State and Federal Standards. Operate and maintain facilities efficiently, allowing reasonable and equitable rates while maintaining optimal quality. Produce high quality water services for City residents including consistent water supply. This project will ensure safe and reliable potable water production.

RECOMMENDATION:

Staff recommends City Council award the SCWTP Filter Media Replacement to Velocity Constructors Inc. for a total of \$509,099, authorize staff to execute change orders up to \$106,901 for project contingency, and authorize the Mayor, Public Works Director and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENTS:

1. Velocity Constructors, Inc. Contract

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STRATEGIC PLAN IMPACT:

☒	 Financial Stewardship & Asset Management	☒	 Reliable Core Services
☐	 Vibrant Economic Climate	☐	 Quality Programs & Amenities
☐	 Engaged Community	☐	 Healthy Workforce
☐	 Supportive Technology	☐	 Collaborative Regional Partner

CITY COUNCIL COMMUNICATION

AGREEMENT

THIS AGREEMENT is made and entered into **this 2nd day of April** in the year **2024** by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called **OWNER**)

and

VELOCITY CONSTRUCTORS, INC.
(hereinafter called **CONTRACTOR**)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows.

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

PROJECT: 2024 SID COPELAND WTP FILTER MEDIA REPLACEMENT
PROJECT NUMBER: 501498-660141

ARTICLE 2. CONTRACT TIMES

- 2.1 The CONTRACTOR shall substantially complete all work by **January 31, 2025** and within **300 Consecutive Contract Days** after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **60 Consecutive Contract Days** after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.
- 2.2 LIQUIDATED DAMAGES. The OWNER and the CONTRACTOR agree and recognize that time is of the essence in this contract and that the OWNER will suffer financial loss if the Work is not substantially complete by the date specified in paragraph 2.1 above, plus any extensions thereof allowed in accordance with the Article 12 of the General Conditions. OWNER and CONTRACTOR also agree that such damages are uncertain in amount and difficult to measure accurately. Accordingly, the OWNER and CONTRACTOR agree that as liquidated damages, and not as a penalty, for delay in performance the CONTRACTOR shall pay the OWNER **SEVEN HUNDRED and FIFTY DOLLARS (\$750)** for each and every **Contract Day** and portion thereof that expires after the time specified above for substantial completion of the Work until the same is finally complete and ready for final payment. The liquidated damages herein specified shall only apply to the CONTRACTOR's delay in performance, and shall not include litigation or attorneys' fees incurred by the OWNER, or other incidental or consequential damages suffered by the OWNER due to the CONTRACTOR's performance. If the OWNER charges liquidated damages to the CONTRACTOR, this shall not preclude the OWNER from commencing an action against the CONTRACTOR for other actual harm resulting from the CONTRACTOR's performance, which is not due to the CONTRACTOR's delay in performance.

ARTICLE 3. CONTRACT PRICE

- 3.1 The OWNER shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of **five hundred and nine thousand and ninety-nine** dollars and 00/100 (**\$509,099**) as set forth in the Bid Form of the CONTRACTOR dated 3/8/2024.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9 of the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by OWNER as provided in the General Conditions.

- 4.1 PROGRESS PAYMENTS. OWNER shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the third Wednesday of each month during construction as provided below. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.

- 4.1.1.1 Prior to Substantial Completion, progress payments will be made in the amount equal to 90 percent of the completed Work, and/or 90 percent of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in 14.2 of the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

If Work has been 50 percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER, OWNER may determine that as long as the character and progress of the Work remain satisfactory to them and no claims have been made by Subcontractors or material suppliers for unpaid work or materials, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion may be in an amount equal to 100 percent of the Work completed.

Nothing contained in this provision shall preclude the OWNER and CONTRACTOR from making other arrangements consistent with C.R.S. 24-91-105 prior to contract award.

- 4.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as provided in said paragraph 14.13 of the General Conditions.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including the Addenda listed in paragraph 6.10) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures at or contiguous to the site (Except Underground facilities) which have been identified in the General Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assume responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.5 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3 of the General Conditions.
- 5.6 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.7 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.8 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written

resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents, which constitute the entire agreement between OWNER and CONTRACTOR concerning the Work, are all written documents, which define the Work and the obligations of the Contractor in performing the Work and the OWNER in providing compensation for the Work. The Contract Documents include the following:

- 6.1 Invitation to Bid
- 6.2 Instruction to Bidders
- 6.3 Bid Form
- 6.4 This Agreement
- 6.5 General Conditions
- 6.6 Supplementary Conditions – N/A
- 6.7 General Requirements
- 6.8 Technical Specifications
- 6.9 Drawings
- 6.10 Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1 Addenda No. 0 to 1 exclusive
 - 6.10.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.10.3 Schedule of Subcontractors/References
 - 6.10.4 Anti-Collusion Affidavit
 - 6.10.5 Certification of EEO Compliance
 - 6.10.6 Contractor's Pre-Contract Certification Regarding Employing Illegal Aliens
 - 6.10.7 Notice of Award
 - 6.10.8 Performance Bond
 - 6.10.9 Labor and Material Payment Bond
 - 6.10.10 Certificates of Insurance
 - 6.10.11 Notice to Proceed
 - 6.10.12 Contractor's Proposal Request
 - 6.10.13 Contractor's Overtime Request
 - 6.10.14 Field Order
 - 6.10.15 Work Change Directive
 - 6.10.16 Change Order
 - 6.10.17 Application for Payment
 - 6.10.18 Certificate of Substantial Completion
 - 6.10.19 Claim Release
 - 6.10.20 Final Inspection Report
 - 6.10.21 Certificate of Final Completion
 - 6.10.22 Guarantee Period Inspection Report

- 6.11 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 6.12 In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 4. Supplementary Conditions.
 5. General Conditions.
 6. City of Louisville Design and Construction Standards.
 7. Reference Specifications.

In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

ARTICLE 7. MISCELLANEOUS

- 7.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 8. OTHER PROVISIONS

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on April 2nd, 2024.

**OWNER: CITY OF LOUISVILLE,
COLORADO**

CONTRACTOR: _____

By: _____
Christopher M. Leh, Mayor

By: _____

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Meredyth Muth, City Clerk

Attest: _____

Address for giving notices:

Address for giving notices:

749 Main Street
Louisville, Colorado
80027

Attention: Justin Ferron, P.E.

Attention: _____