

SUBJECT: AWARD CONTRACT FOR THE 2024 SLURRY SEAL PROJECT

DATE: MAY 7, 2024

PRESENTED BY: KURT KOWAR, PUBLIC WORKS DEPARTMENT

SUMMARY:

Staff recommends approval of the 2024 Slurry Seal contract with Vance Brothers, Inc. for the base bid amount of \$221,068 plus a 10% contingency in the amount of \$22,100.

2024 SLURRY SEAL PROJECT

Staff advertised the 2024 Slurry Seal Project on March 27 and April 3, 2024. One bid was received on April 18, 2024 from Vance Brothers, Inc. in the amount of \$221,067.65 (staff corrected minor errors in the bid form).

Staff recommends Vance Brothers, Inc. as the lowest responsive bidder based upon staff review of bid line items, adherence to bid requirements, and contractor reference checks.

Base Bid slurry seal work being approved supports the 2024 Pavement Management Program by completing slurry seal, crack seal, and pavement markings within the Heritage 2 subdivision, the Golf Course Club House parking lot, and Recreation and Senior Center parking lot.

FISCAL IMPACT

The costs of the 2024 Slurry Seal Project are divided between the Pavement Management, Golf Course, and Rec Center funds based on the locations and quantity of work at each location.

Projected Funding

Description	Account	Budget Amount
2024 Pavement Management	301312-660012	\$6,536,000
2024 Golf Course Parking Lot Improvements	520799-630173	\$50,000
2024 Rec Center Parking Lot Improvements	208539-630173	\$50,000

Projected Expenses (Pavement Management) 301312-660012

Description	Amount
2024 Street Resurfacing Base Bid and 10% Contingency (Previous Award)	(\$2,450,453)
2024 Concrete Base Bid and 15% Contingency (Previous Award)	(\$1,390,051)
2024 & 2025 Geotechnical Testing Services and 10% Contingency (Previous Award)	(\$152,900)
Pavement and Curb Ramp Condition Survey*	(\$120,000)
2024 Alleys*	(\$150,000)
2024 Raised Crosswalks*	(\$100,000)
2024 Patching*	(\$250,000)
Heritage 2 Slurry (This Communication)	(\$157,468)
Slurry 10% Contingency (This Communication)	(\$22,100)
On-Call Field Inspection Services (Previous Award)	(\$30,000)
Total Expenses:	(\$4,822,972)
Remaining Funds	\$1,713,028

*Estimated costs (Future Award)

Projected Expenses (Golf Course) 520799-630173

Description	Amount
Club House Parking Lot	(\$46,500)
Remaining Funds	\$3,500

Projected Expenses (Rec Center) 208539-630173

Description	Amount
Rec Center Parking Lot	(\$17,100)
Remaining Funds	\$32,900

Total Contract Summary

Description	Account	Amount
Pavement Management (Heritage 2 Slurry)	301312-660012	\$157,468
2024 Golf Course Parking Lot Improvements	520799-630173	\$46,500
2024 Rec Center Parking Lot Improvements	208539-630173	\$17,100
Pavement Management (Contingency)	301312-660012	\$22,100
Total Contract:		\$243,168

PROGRAM/SUB-PROGRAM:

The recommended contracts support the Transportation-Infrastructure Maintenance goal of providing a safe, well-maintained effective and efficient multimodal transportation system at a reasonable cost.

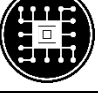
RECOMMENDATION:

Staff recommends approval and award of the 2024 Slurry Seal Project contract with Vance Brothers, Inc. for \$221,068 plus a 10% contingency in the amount of \$22,100 for a total authorized amount of \$243,168 and authorize the Mayor, City Manager, Public Works Director, and City Clerk to sign and execute contract documents on behalf of the City.

ATTACHMENT(S):

1. Vance Brothers, Inc. Contract

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

Agreement

THIS AGREEMENT is made and entered into this ___ day of _____ in the year 2024 by and between:

CITY OF LOUISVILLE, COLORADO
(hereinafter called OWNER)

and

Vance Brothers, 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 SLURRY SEAL PROJECT
PROJECT NUMBER: 301312-660012

Article 2. Contract Times

- 2.1. The CONTRACTOR shall substantially complete all work within **15 Contract Days** from the date when the Contract Time commences to run as identified in the Notice to Proceed. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions.
- 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 **ONE THOUSAND DOLLARS (\$1,000)** 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 two hundred twenty one thousand sixty seven dollars and sixty five cents (\$221,067.65) set forth in the Bid Form of the CONTRACTOR dated April 18, 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 final completion and acceptance, progress payments will be made in the amount equal to 95 percent of the calculated value of completed Work, and/or 95 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 OWNER finds that satisfactory progress is being made in any phase of the Work, it may, in its discretion and upon written request by the CONTRACTOR, authorize final payment from the withheld percentage to the CONTRACTOR or subcontractors who have completed their work in a manner finally acceptable to the OWNER. Before any such payment may be made, the OWNER must, in an exercise of its discretion, determine that satisfactory and substantial reasons exist for the payment and there must be provided to the OWNER written approval from any surety furnishing bonds for the Work.

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.
- 6.7. General Requirements.
- 6.8. Technical Specifications.
- 6.9. Drawings with each sheet bearing the title: **2024 Slurry Seal Project.**
- 6.10. Change Orders, Addenda and other documents which may be required or specified including:
 - 6.10.1. Addenda No. __ to __ exclusive
 - 6.10.2. Documentation submitted by CONTRACTOR prior to Notice of Award
 - 6.10.3. Schedule of Subcontractors
 - 6.10.4. Anti-Collusion Affidavit
 - 6.10.5. Certification of EEO Compliance
 - 6.10.6. Notice of Award
 - 6.10.7. Performance Bond
 - 6.10.8. Labor and Material Payment Bond
 - 6.10.9. Certificates of Insurance
 - 6.10.10. Notice to Proceed
 - 6.10.11. Contractor's Proposal Request
 - 6.10.12. Contractor's Overtime Request
 - 6.10.13. Field Order
 - 6.10.14. Work Change Directive
 - 6.10.15. Change Order
 - 6.10.16. Application for Payment
 - 6.10.17. Certificate of Substantial Completion
 - 6.10.18. Claim Release
 - 6.10.19. Final Inspection Report
 - 6.10.20. Certificate of Final Completion
 - 6.10.21. 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.
- 7.4. OWNER AND CONTRACTOR consent to the use of electronic signatures on the Contract Documents. This Agreement, and any other Contract Documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified under the Uniform Electronic Transactions Act, Title 24, Article 71.3, Part 1, C.R.S.; provided that, electronic records of, and electronic signatures on, any required bonds, including required Performance, Labor and Material Payment, and Warranty Bonds, must be acceptable to the Contractor's selected surety. The Parties agree not to deny the legal effect or enforceability of a Contract Document solely because the document is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of a Contract Document in the form of an electronic record, or a paper copy of an electronic document, or a paper copy or electronic record of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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 _____, 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: City Engineer
