

City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: April 20, 2020	Department: Public Works
Meeting Date: May 5, 2020	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

Subject:

Award a Bid for the 2020 Slurry Seal Project to Intermountain Slurry Seal

Background/Alternatives:

Funding is available in the 2019-20 budget to perform a Slurry Seal Project on Green River City Streets. Bids were opened on April 16, 2020 with one Bid received as shown on the Bid Tabulation.

Attachments:

Bid Tabulation, List of Selected Streets, Agreement

Fiscal Impact:

Funding is budgeted in the Slurry Seal Program – SLSL

Staff Impact:

Some coordination will be required between the Streets Division and the Slurry Contractor.

Legal Review:

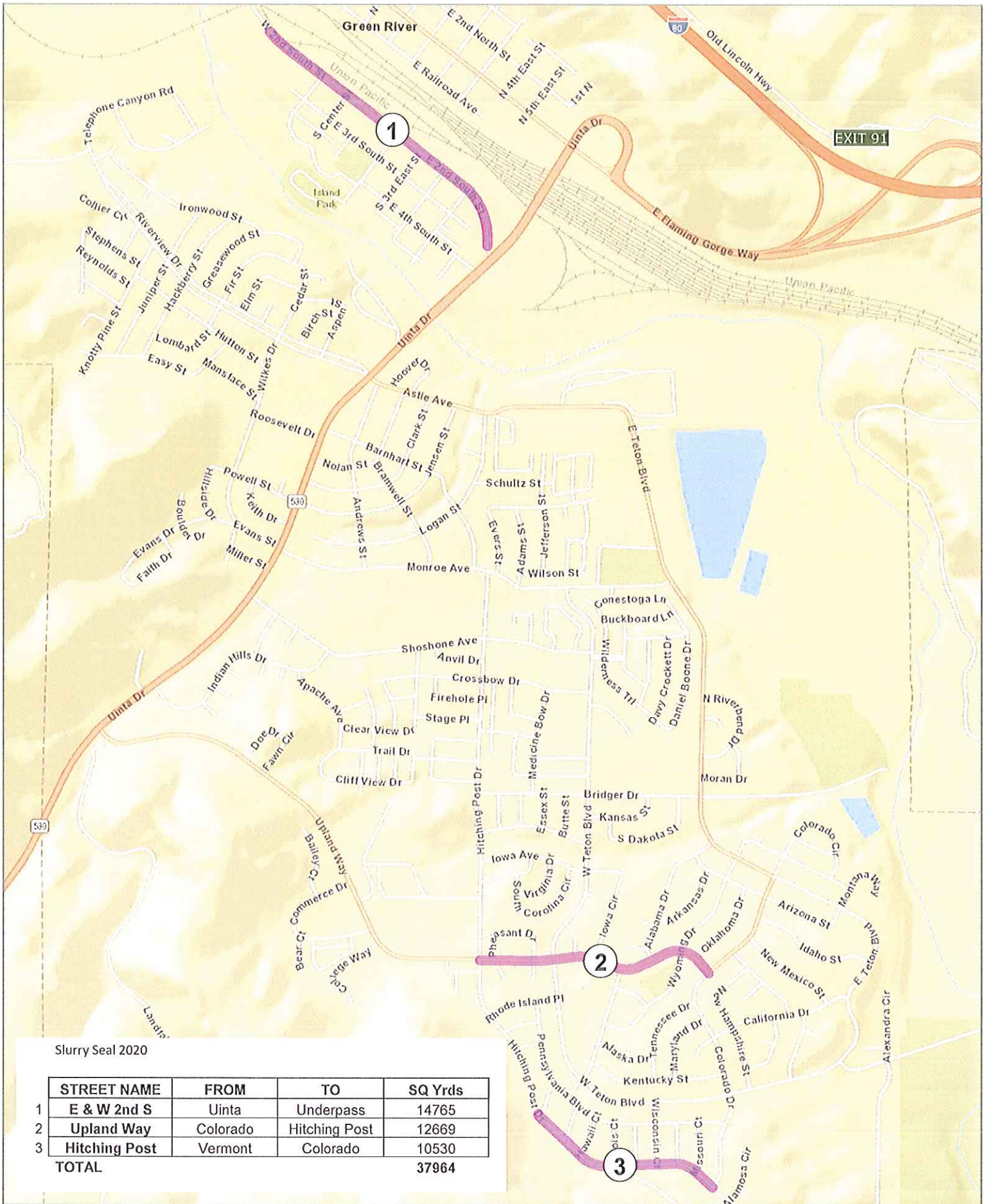
Standard Bid Documents-Complete.

Suggested Motion:

"I move to award the 2020 Slurry Seal Project to Intermountain Slurry Seal in the amount of \$105,419.00, and authorize the Mayor to sign the Agreement."

**BID TABULATION – CITY OF GREEN RIVER
 2020 SLURRY SEAL PROJECT
 BID OPENING APRIL 16, 2020 AT 3:00 P.M.**

Bidder	Total Bid	Residency Certificate	Bid Bond	
INTERMOUNTAIN SLURRY SEAL	\$105,419.00	NO	yes	
PRESENT: TARA SMITH & MONICA NEUMANN				

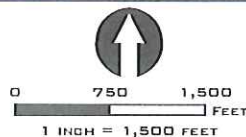


Slurry Seal 2020

	STREET NAME	FROM	TO	SQ Yrds
1	E & W 2nd S	Uinta	Underpass	14765
2	Upland Way	Colorado	Hitching Post	12669
3	Hitching Post	Vermont	Colorado	10530
TOTAL				37964

2020 SLURRY SEAL STREETS CITY OF GREEN RIVER, WYOMING

PREPARED BY JASON D BROWN, CITY OF GREEN RIVER GIS DATE: 3/17/2020
 PATH: \\C:\GIS\PROJECTS\2020\SLURRY SEAL\2020 SLURRY PROJECTS 2020.DWG



Slurry Projects 2020

THIS MAP IS DESIGNED TO PROVIDE INFORMATION ABOUT THE CITY OF GREEN RIVER. EACH AGENCY HAS BEEN MADE TO MAKE THIS MAP AS COMPLETE AND ACCURATE AS POSSIBLE. HOWEVER, NO WARRANTY OF FITNESS IS IMPLIED. THIS MAP IS FOR REFERENCE ONLY. IT IS NOT A LEGAL DOCUMENT. THE CITY OF GREEN RIVER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN ANY PROJECTS OR OTHER WITH RESPECT TO ANY ADDED OR OMITTED INFORMATION WITH OR WITHOUT THE INFORMATION CONTAINED ON THIS MAP.



AGREEMENT

THIS AGREEMENT, made this ____ day of, _____ 2020, by and between CITY OF GREEN RIVER, hereinafter called "OWNER", and INTERMOUNTAIN SLURRY SEAL, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the construction of 2020 SLURRY SEAL PROJECT;
2. The CONTRACTOR will furnish specified material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein;
3. The CONTRACTOR hereby agrees to fully complete the project within forty-five (45) consecutive calendar days after specified start date as identified in the NOTICE TO PROCEED. CONTRACTOR further agrees to pay as liquidated damages, the sum of \$500 for each consecutive calendar day thereafter;
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the various unit prices as shown on the Bid Form. The total contract amount as shown on the Bid Form is \$105,149.00.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) NOTICE AND CALL FOR BIDS
 - (B) PRE-CONSTRUCTION AGENDAS AND MINUTES
 - (C) BID FORM

- (D) BID BOND
- (E) AGREEMENT
- (F) PAYMENT BOND
- (G) PERFORMANCE BOND
- (H) NOTICE OF AWARD
- (I) NOTICE TO PROCEED
- (J) CHANGE ORDER
- (K) PROJECT MANUAL prepared by CITY OF GREEN RIVER dated
March, 2020.
- (L) ADDENDA
- (M) CERTIFICATE OF SUBSTANTIAL COMPLETION
- (N) PUNCH LIST
- (O) CERTIFICATE OF FINAL ACCEPTANCE

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the Project Manual such amounts as required by the CONTRACT DOCUMENTS;
7. By execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Green River of its sovereign immunity under Wyoming law.
8. If either party hereto shall bring any legal action against the other to enforce any right or obligation based upon this Contract, the successful party in such legal action shall be entitled to recover a judgment therein for, and the unsuccessful party shall be obligated to pay, all of the cost

and expenses of any kind and nature whatsoever incident to the prosecution of defense of such legal action and the preparation thereof , including a reasonable attorney fee;

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three) copies, each of which shall be deemed an original on the date first above written.

OWNER:

By: _____

Name: Pete Rust

Title: Mayor, City of Green River

(Seal)

ATTEST:

Name: Chris Meats

(Please Type)

Title: City Clerk

CONTRACTOR:

By: _____

Name: _____

(Please Type)

Address: _____

(Seal)

ATTEST:

Name: _____

(Please Type)
