



City of Green River  
City Council Meeting  
Agenda Documentation

Preparation Date: May 9, 2022	Department: Public Works
Meeting Date: May 17, 2022	Department Head: Mark Westenskow
	Presenter: Mark Westenskow

**Subject:** *Award of the 2022 Cape Seal Project.*

**Background/Alternatives:**

*This Project anticipates the installation of a Cape Seal (Scrub Seal and Slurry Seal) of up to approximately 106,000 SY and 1,200 SY of patching on as many as 18 roadways in the City.*

*The Bid Opening for the Project was held on April 29, 2022. Three Bids were received for the Project: Intermountain Slurry Seal, Asphalt Preservation, and Consolidated Paving & Concrete. The Bid was structured to include a Base Bid and four separate schedules to be awarded based on the amount of funding available. The Engineer's Estimate was approximately \$784,000 for the total of all schedules of work.*

*While the bid from Intermountain Slurry Seal was lowest for all combinations of work other than the Base Bid, their bid has been deemed non-responsive due to their failure to comply with all stated bidding requirements. Public Works therefore recommends Award of the Bid for Schedules Base, A, and B to Asphalt Preservation in the amount of \$577,629.45.*

**Attachments:** *Bid Tabulation & Proposed Agreement*

**Fiscal Impact:**

*\$650,000 was included in the FY2022 Budget for a Pavement Management Project and \$100,000 was included in the FY 2022 Budget for a Slurry Seal Project. The Bid is within the amount budgeted for this work.*

**Staff Impact:** *In House Project Management and Inspection by the Engineering Division*

**Legal Review:** Complete

**Suggested Motion:**

*"I move to award the 2022 Cape Seal Project to Asphalt Preservation for \$577,629.45, including the Schedules Base, A, and B, and authorize the Mayor to sign the Agreement."*

**2022 Cape Seal Project**

**BID SCHEDULE - BASE**

ITEM	DESCRIPTION	UNIT	EST QTY	Asphalt Preservation		Consolidated Paving		Intermountain Slurry Seal	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 24,840.00	\$ 24,840.00	\$ 70,000.00	\$ 70,000.00
2	TRAFFIC CONTROL	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 9,000.00	\$ 9,000.00	\$ 7,505.00	\$ 7,505.00
3	SCRUB SEAL, TYPE II	SY	33,482.9	\$ 4.40	\$ 147,324.76	\$ 3.25	\$ 108,819.43	\$ 3.50	\$ 117,190.15
4	SLURRY SEAL, TYPE II, 3% LATEX MODIFIED	SY	34,395.5	\$ 3.15	\$ 108,345.83	\$ 2.70	\$ 92,867.85	\$ 2.50	\$ 85,988.75
5	HMA PATCH (4" MIN.)	TON	224.00	\$ 262.00	\$ 58,688.00	\$ 339.30	\$ 76,003.20	\$ 275.00	\$ 61,600.00
6	GRADING W ROAD BASE PATCH (8" MIN.)	TON	330.00	\$ 46.00	\$ 15,180.00	\$ 105.30	\$ 34,749.00	\$ 45.00	\$ 14,850.00
					\$ 344,538.59		\$ 346,279.48		\$ 357,133.90
					<u>\$ 344,538.59</u>		<u>\$ 346,279.48</u>		<u>\$ 357,133.90</u>

**BID SCHEDULE - A**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1A	MOBILIZATION	LS	1.0	\$ 10,000.00	\$ 10,000.00	\$ 9,090.00	\$ 9,090.00	\$ 7,500.00	\$ 7,500.00
2A	TRAFFIC CONTROL	LS	1.0	\$ 3,500.00	\$ 3,500.00	\$ 7,800.00	\$ 7,800.00	\$ 7,500.00	\$ 7,500.00
3A	SCRUB SEAL, TYPE II	SY	16,139.1	\$ 4.40	\$ 71,012.04	\$ 3.29	\$ 53,097.64	\$ 3.50	\$ 56,486.85
4A	SLURRY SEAL, TYPE II, 3% LATEX MODIFIED	SY	16,139.1	\$ 3.15	\$ 50,838.17	\$ 2.70	\$ 43,575.57	\$ 2.50	\$ 40,347.75
5A	HMA PATCH (4" MIN.)	TON	66.00	\$ 262.00	\$ 17,292.00	\$ 614.25	\$ 40,540.50	\$ 275.00	\$ 18,150.00
6A	GRADING W ROAD BASE PATCH (8" MIN.)	TON	97.00	\$ 46.00	\$ 4,462.00	\$ 210.60	\$ 20,428.20	\$ 45.00	\$ 4,365.00
					\$ 157,104.21		\$ 174,531.91		\$ 134,349.60
					<u>\$ 501,642.79</u>		<u>\$ 520,811.38</u>		<u>\$ 491,483.50</u>

**BID SCHEDULE - B**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1B	MOBILIZATION	LS	1.0	\$ 6,500.00	\$ 6,500.00	\$ 7,266.00	\$ 7,266.00	\$ 5,000.00	\$ 5,000.00
2B	TRAFFIC CONTROL	LS	1.0	\$ 2,875.00	\$ 2,875.00	\$ 6,600.00	\$ 6,600.00	\$ 7,500.00	\$ 7,500.00
3B	SCRUB SEAL, TYPE II	SY	7,333.2	\$ 4.40	\$ 32,266.08	\$ 4.58	\$ 33,586.06	\$ 3.35	\$ 24,566.22
4B	SLURRY SEAL, TYPE II, 3% LATEX MODIFIED	SY	7,333.2	\$ 3.15	\$ 23,099.58	\$ 2.70	\$ 19,799.64	\$ 2.25	\$ 16,499.70
5B	HMA PATCH (4" MIN.)	TON	32.00	\$ 281.00	\$ 8,992.00	\$ 579.15	\$ 18,532.80	\$ 250.00	\$ 8,000.00
6B	GRADING W ROAD BASE PATCH (8" MIN.)	TON	46.00	\$ 49.00	\$ 2,254.00	\$ 187.20	\$ 8,611.20	\$ 45.00	\$ 2,070.00
					\$ 75,986.66		\$ 94,395.70		\$ 63,635.92
					<u>\$ 577,629.45</u>		<u>\$ 615,207.08</u>		<u>\$ 555,119.42</u>

**BID SCHEDULE - C**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1C	MOBILIZATION	LS	1.0	\$ 6,000.00	\$ 6,000.00	\$ 12,240.00	\$ 12,240.00	\$ 3,000.00	\$ 3,000.00
2C	TRAFFIC CONTROL	LS	1.0	\$ 1,900.00	\$ 1,900.00	\$ 5,400.00	\$ 5,400.00	\$ 2,200.00	\$ 2,200.00
3C	SCRUB SEAL, TYPE II	SY	26,744.4	\$ 4.40	\$ 117,675.36	\$ 3.51	\$ 93,872.84	\$ 3.00	\$ 80,233.20
4C	SLURRY SEAL, TYPE II, 3% LATEX MODIFIED	SY	26,744.4	\$ 3.15	\$ 84,244.86	\$ 2.70	\$ 72,209.88	\$ 2.00	\$ 53,488.80
					\$ 209,820.22		\$ 183,722.72		\$ 138,922.00
					<u>\$ 787,449.67</u>		<u>\$ 798,929.80</u>		<u>\$ 694,041.42</u>

**BID SCHEDULE - D**

ITEM	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1D	MOBILIZATION	LS	1.0	\$ 6,800.00	\$ 6,800.00	\$ 3,456.00	\$ 3,456.00	\$ 1,750.00	\$ 1,750.00
2D	TRAFFIC CONTROL	LS	1.0	\$ 2,875.00	\$ 2,875.00	\$ 5,400.00	\$ 5,400.00	\$ 1,000.00	\$ 1,000.00
3D	SLURRY SEAL, TYPE II, 3% LATEX MODIFIED	SY	22,496.7	\$ 3.15	\$ 70,864.61	\$ 2.70	\$ 60,741.09	\$ 2.00	\$ 44,993.40
4D	HMA PATCH (4" MIN.)	TON	28.00	\$ 411.00	\$ 11,508.00	\$ 649.35	\$ 18,181.80	\$ 250.00	\$ 7,000.00
5D	GRADING W ROAD BASE PATCH (8" MIN.)	TON	41.00	\$ 37.00	\$ 1,517.00	\$ 210.60	\$ 8,634.60	\$ 42.00	\$ 1,722.00
					\$ 93,564.61		\$ 96,413.49		\$ 56,465.40
					<u>\$ 881,014.28</u>		<u>\$ 895,343.29</u>		<u>\$ 750,506.82</u>

Asphalt Preservation

Consolidated Paving

Intermountain Slurry Seal

## AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_, by and between CITY OF GREEN RIVER, hereinafter called "OWNER", and \_\_\_\_\_, doing business as a \_\_\_\_\_, 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  
**2022 CAPE 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 by August 31<sup>st</sup>, as identified in the NOTICE TO PROCEED. CONTRACTOR further agrees to pay as a penalty of \$1,500 for each consecutive calendar day thereafter that the project remains complete;
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 **\$ 577,629.45 (Base, A, and B) .**
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 dated April 2022 .
- (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)