



COUNCIL INFORMATION PACKET

Council Meeting

Thursday

October 5, 2023

6:00 p.m. MDT

TOWN OF COLORADO CITY

MEETING NOTICE

Agenda

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Colorado City Town Council and to the general public that the Town Council will hold a meeting open to the public on Monday October 5, 2023, at 6:00 p.m. at the **Colorado City Town Hall, 25 South Central Street**, Colorado City, Arizona.

AGENDA:

1. Call to Order Meeting
2. Roll Call
3. Pledge of Allegiance
4. Ratify Notice of Award and Contract for Johnson Avenue Curb Project.
5. Consider Approval of Modification to Johnson Avenue Flood Control Project
6. Executive Session for Discussion and Consultation with Legal Counsel for Legal Advice in Accordance with A.R.S. 38-431.03(A)(3)&(4).
7. Adjournment

Agenda items and any variables thereto are set for consideration, discussion, approval or other action. All items are set for possible action. The Town Council may, by motion, recess into executive session, which will not be open to the public, to receive legal advice from the Town's attorney(s) on any item contained in this agenda pursuant to ARS § 38-431.03 (A) (3)(4), or regarding sensitive personnel issues pursuant to ARS § 38-431.03 (A) (1), or concerning negotiations for the purchase, sale or lease of real property; ARS § 38-431.03 (A) (7). One or more Council members may be attending by telephone. Agenda may be subject to change up to 24 hours prior to the meeting. Persons with a disability may request a reasonable accommodation by contacting the Town Clerk at 928.875.2646 as early as possible to allow sufficient time to arrange for the necessary accommodations. Town of Colorado City Council Meeting Agenda.



**Town of Colorado City
COUNCIL MEETING AGENDA
STAFF SUMMARY REPORT
Thursday October 5, 2023**

6:00 p.m.

5. Public Comment

The chairperson of the meeting should outline the rules of public comment and the time limit imposed according to the following guidelines:

Anyone from the public is invited to make a comment at this time. Please step up to the podium and state your name for the record. There is a standard time limit of three minutes per person. Although we welcome and invite your comments, no discussion or response from the Council is required and individuals should not anticipate any.

According to Arizona law (A.R.S. § 38-431.01(H)) the only action that may be taken as a result of public comment will be limited to directing staff to study the matter or scheduling the matter for further consideration and decision at a later date.

4. Ratify Notice of Award and Contract for Johnson Avenue Curb Project

Presenter Vance Barlow, Town Manager

The bidding for the curb and cement on the Johnson Avenue flood control project was completed and a letter of recommendation of award was received by the Town on September 12, 2023.

Two responsive bids were received and evaluated. The project consisted of the curb, waterways and drive approaches. The Town did the dirt work, grading and base placement for the project.

We are currently in the process of getting pricing for asphalt vs. chip seal. Do to the volume of water that the road carries during a flooding event we would prefer asphalt if we can make it work from the dollar side.

As the Council was aware of and approved the project and in order to get the project completed the decision was made to sign the notice of award and contract and then present them for Council ratification.

RECOMMENDATION **Motion:**_____ **2nd:**_____ **Vote:**___/___

Motion to ratify the notice of award and contract with Southern Star Construction, LLC for Johnson Avenue curb project in the amount of \$87,566.00.

5. Consider Approval of Modification to Johnson Avenue Flood Control Project.

Presenter Vance Barlow, Town Manager

When the Johnson Avenue Flood Control Project was initially approved it was with the understanding that after the cement portion of the road was completed the Town would base and chip seal the road surface.

In discussions with Engineers and the Streets & Roads staff the recommendation to place a two-inch asphalt instead of chip seal has been highly recommended due to the volume of water and the potential for water to be standing on the road for some time during a flooding event.

The project had a total budget of 88,141.00 Flood Control funding and 75,935 from Reservoir Acres (per development agreement) and an additional 125,000 from general fund for a total of \$270,523.

Expenditures to date are engineering services \$18,583 concrete placement bid \$87,566 for a total of 106,149. Expected additional hard costs of approximately \$10,000 for final engineering and some cement prep work that was not in the initial bid. I have not calculated the dollar amount of the Towns contribution in dirt work, base placement, etc. This leaves an unexpended amount for the project to date of 154,374.

The estimated cost of chip seal is at least \$30,000 for the oil and about that much again for chip and placement. Would not be able to complete it until next spring.

The estimated cost of two-inch asphalt is \$103,170. (based on a quote) and could be placed this fall.

RECOMMENDATION

Motion to approve the change from chip seal to asphalt for the Johnson Avenue Flood Control Project.

6. Executive Session for Discussion and Consultation with Legal Counsel for Legal Advice in Accordance with A.R.S. 38-431.03(A)(3)&(4).

Presenter: Vance Barlow, Town Manager

Mr. Jeff Matura Town Attorney is planning to attend the meeting in person and would like to meet the Council in person and give updates on the legal issues facing the Town.

The Council will need to go into executive session to discuss the legal issues with legal counsel.

RECOMMENDATION **Motion:** _____ **2nd:** _____ **Vote:** ____/____

Motion to go into executive session for discussion and consultation with legal counsel for legal advice in accordance with A.R.S. 38-431.03(A)(3)&(4).

7. Adjournment



11 North 300 West, Washington, Utah 84780
TEL 435.652.8450 | FAX 435.652.8416

September 12, 2023

Vance Barlow
Town of Colorado City
25 S Central Street
Colorado City, AZ 86021

Re: Engineer's Recommendation for Award of Bid
Johnson Avenue

Dear Mr. Barlow,

After reviewing the Bids received on August 28th, 2023, for Johnson Avenue (Project), it was concluded that Southern Star Construction, LLC (Southern Star) was the low responsible, responsive Bidder for the Project per the Instruction to Bidders. We therefore recommend the award of the contract to Southern Star in the amount of \$ 87,566.00.

Attached herewith is a digital copy of the Notice of Award. If the Town of Colorado chooses to accept this recommendation, please sign where indicated and return to our office. We will then forward the Notice of Award to Southern Star.

Please call our office at (435) 652-8450 with any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blaine Worrell".

Blaine Worrell
Project Manager
Sunrise Engineering, Inc.



No.	Item	Quantity	Unit	Engineer's Estimate		Mountain States Contractors, Inc.		Southern Star Construction, LLC	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$ 7,700.00	\$ 7,700.00	\$ 11,000.00	\$ 11,000.00	\$ 3,000.00	\$ 3,000.00
2	CURB & GUTTER (TYPE A)	1,584	LF	\$ 30.00	\$ 47,520.00	\$ 33.46	\$ 53,000.64	\$ 26.00	\$ 41,184.00
3	FLARE DRIVEWAY APPROACH (TYPE A)	13	EA	\$ 2,500.00	\$ 32,500.00	\$ 2,776.00	\$ 36,088.00	\$ 700.00	\$ 9,100.00
4	SIDEWALK RAMPS (TYPE A)	4	EA	\$ 8,500.00	\$ 34,000.00	\$ 5,184.00	\$ 20,736.00	\$ 2,850.00	\$ 11,400.00
5	6' WATERWAY & TRANSITION STRUCTURE	1,105	SF	\$ 20.00	\$ 22,100.00	\$ 13.44	\$ 14,851.20	\$ 12.00	\$ 13,260.00
6	SINGLE CURB INLET	2	EA	\$ 7,500.00	\$ 15,000.00	\$ 5,835.00	\$ 11,670.00	\$ 3,311.00	\$ 6,622.00
7	MISC. STORM DRAIN CONNECTIONS & TIE-INS	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 5,975.00	\$ 5,975.00	\$ 3,000.00	\$ 3,000.00
				TOTAL	\$ 162,320.00	TOTAL	\$ 153,320.84	TOTAL	\$ 87,566.00
						PRESENTED TOTAL	\$ 153,317.84	PRESENTED TOTAL	\$ 87,566.00



Vernal Maloy
Engineer, P.E.

NOTICE OF AWARD

Date of Issuance:

Owner: Colorado City

Owner's Project No.:

Engineer: Sunrise Engineering, Inc.

Engineer's Project No.: 08746

Project: Johnson Avenue

Contract Name: Colorado City - Johnson Avenue

Bidder: Southern Star Construction, LLC

Bidder's Address: 840 N Carling St. Box 353, Hildale, UT 84784

You are notified that Owner has accepted your Bid dated **August 28, 2023**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Constructing approximately 1,610 linear feet of curb and gutter, and 1,105 square feet of waterway and transition structure. This project will also include construction of corner curb cut assemblies, driveway approaches, and installation of single curb inlets.

The Contract Price of the awarded Contract is **\$87,566.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Digital unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **3** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited. Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Colorado City

By (signature):



Name (printed):

Vance Barlow

Title:

Town Manager

Copy: Engineer

EJCDC® C-510, Notice of Award.

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Colorado City** ("Owner") and **Southern Star Construction, LLC** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

Constructing approximately 1,610 linear feet of curb and gutter, and 1,105 square feet of waterway and transition structure. This project will also include construction of corner curb cut assemblies, driveway approaches, and installation of single curb inlets.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Johnson Avenue

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Sunrise Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by Sunrise Engineering, Inc. and **Vernal Maloy, P.E.** is the Project Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 *Contract Times: Days*

A. The Work will be substantially complete within **90** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** days after the date when the Contract Times commence to run.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Unit Price Work (subject to final Unit Price adjustment) **\$87,566.00.**
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- ~~B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.~~

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the maximum legal rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance Bond (together with power of attorney).
 - b. Payment Bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of 9 sheets with each sheet bearing the following general title: **Johnson Avenue**.
 7. Addenda (numbers 1 to 1, inclusive).
 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- ~~B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).~~
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. 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.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on Sept. 19, 2023 (which is the Effective Date of the Contract).

Owner:

Colorado City

(typed or printed name of organization)

By: Vance Borlow

(individual's signature)

Date: 9-19-2023

(date signed)

Name: Vance Borlow

(typed or printed)

Title: Town Manager

(typed or printed)

Attest: [Signature]

(individual's signature)

Title: Town Clerk

(typed or printed)

Address for giving notices:

P.O. Box 70

25 South Camel St.

Colorado City, AZ 86021

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Southern Star Construction

(typed or printed name of organization)

By: [Signature]

(individual's signature)

Date: 9-19-23

(date signed)

Name: Lyman Hammen

(typed or printed)

Title: Manager

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: [Signature]

(individual's signature)

Title: Sarah LaCorti

(typed or printed)

Address for giving notices:

200 P.O. Box 353

Colorado City, AZ 86021

Designated Representative:

Name: _____

(typed or printed)

Title: _____

(typed or printed)

Address: _____

Phone: _____

Email: _____

License No.: _____

(where applicable)

State: _____

P:\Colorado City\08746 Johnson Ave\08 Dwg Sets\Sheet Sets\JOHNSON AVE - GENERAL SHEETS.dwg Jun 16, 2023 1:53pm khevar.mcleod



FOR REVIEW ONLY
NOT
FOR CONSTRUCTION



11 NORTH 300 WEST
WASHINGTON, UT 84780
TEL 435.652.8450 | sunrise-eng.com

COLORADO CITY				
JOHNSON AVENUE				
SHEET INDEX				
SEI NO. 08746	DESIGNED BCW	DRAWN KRM	CHECKED BCW	SHEET NO. 7 of 9
				G7

90% DESIGN
JUNE 2023

West Johnsons Street Curb Project

To help with the water and flooding problems on the west end of Johnson Street we worked with Sunrise Engineering to put together a plan that would help solve a lot of the issues. After getting the details of the construction drawing worked out, we put the project out to bid. Southern Star Construction won the contract. The City's role in the project was to do all the prep work for the concrete.

- Grubbing the area of weeds and rubble.
- Take the areas for concrete down to subgrade.
- Import and compact road base up to final grade.
- Install the storm drainpipe in preparation for the storm drain boxes.

After the curb is finished, we will come back through and bring the road up to final grade in preparation for either asphalt or chipseal.

