



## Town Council Agenda Report

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Date: April 23, 2019 Item No. 6

To: Honorable Mayor and Town Council

Subject: APPROVE CONTRACT CHANGE ORDER FOR RESURFACING  
2019-01 – PROJECT NO. 2018-07

From: Douglas Robertson, Town Manager

Submitted by: Brad Miller, Town Engineer  
Engineering Department

Budgeted Item:  Yes  No  N/A

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### **RECOMMENDED ACTION:**

Approve Contract Change Order (CCO) 1 to VSS International, Inc. for Resurfacing 2019-01 - Project No. 2018-07 subject to “Approval as to Form” by the Town Attorney and “Approval as to Content” by the Town Manager.

### **SUMMARY:**

On March 26, 2019, Council awarded the Resurfacing 2019-01 project to VSS International which consists of providing necessary labor, equipment and materials for the application of Cape Seal and Micro surface on local roads totaling approximately 15 miles within the Town of Apple Valley. CCO1 adds the Class I Bike Paths along Apple Valley Road from Pimlico Road to Yucca Loma Road and along Yucca Loma Road from Apple Valley Road to Algonquin Road. In addition, the Apple Valley Road portion will be restriped.

### **BACKGROUND:**

In June 2017, the Town submitted, and was awarded, a Transportation Development Act (TDA) grant of \$37,450 towards resurfacing the Class I Bike Paths along Apple Valley and Yucca Loma Road. Staff requested and received a quote from VSS International to provide the work as a change order to the current project for \$61,913.39.

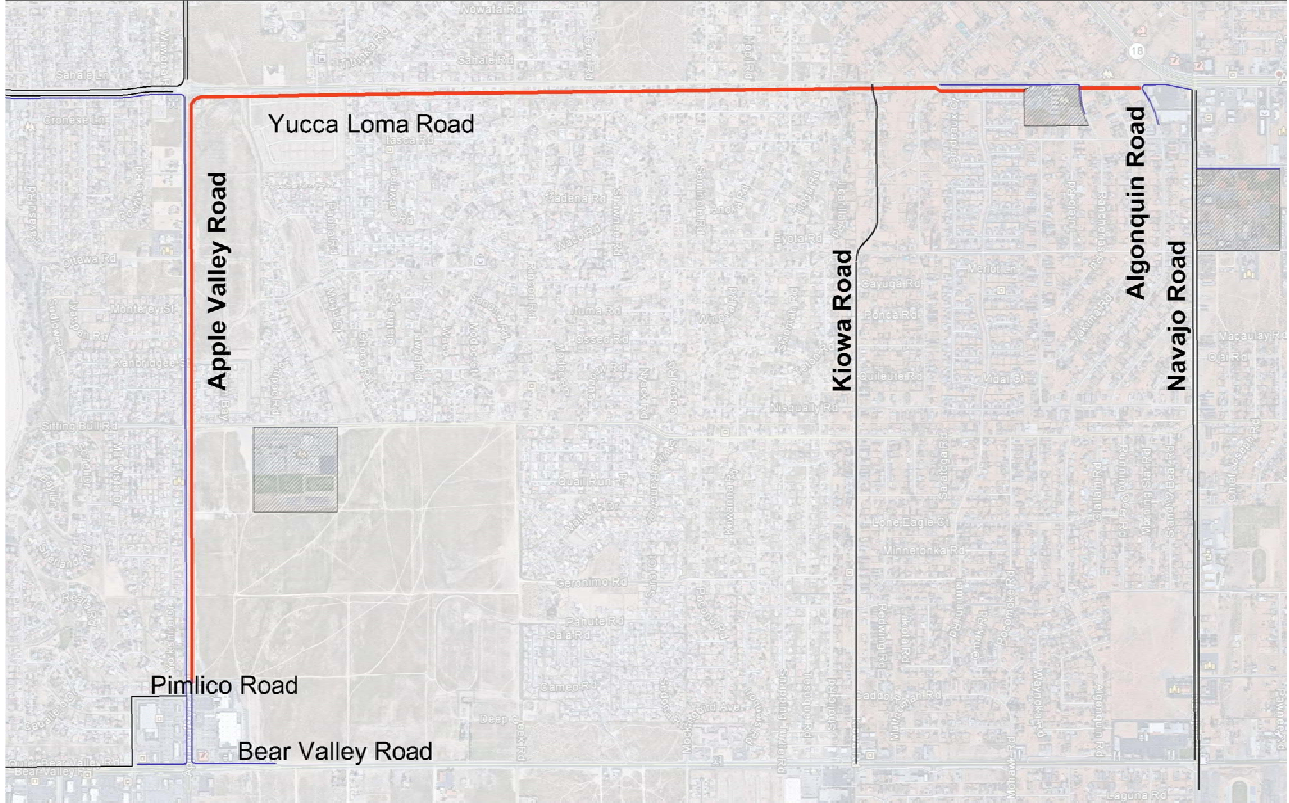
### **FISCAL IMPACT:**

The grant portion of the CCO is included in the Council approved FY 2018-2019 budget. The balance of \$24,463.39 will be paid out of LTF funds.

**ATTACHMENTS:**

1. Segments Map
2. Quote from VSS International

# Segments Map



## Quote from VSS International



<b>Bid Date:</b> 4/15/2019	<b>Estimator:</b> Matt Ferguson
<b>Project Name:</b> Apple Valley CA Resurfacing 2019-01	<b>Email:</b>
<b>Project City:</b>	<b>Phone:</b> 9164166130
<b>Project State:</b> CA	<b>DIR #:</b> 1000001231

ITEM #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
	Slurry Type 1 - Bike Path	SY	22,000	\$ 2.81	\$61,913.4
	Bike path adjacent to Apple Valley Rd & Yucca Loma				
					\$61,913.39

**INCLUSIONS:** Type 1 Slurry Seal over 2 days to complete bike path off of Apple Valley  
 Traffic control for VSS work  
 Mix design and calibrations  
 Work to be accomplished over 2 consecutive day(s).  
 Includes local prevailing wage rates, should federal rates apply additional charges will occur

**EXCLUSIONS:** Any work not described above is specifically excluded.

**NOTES:** Materials and process meet current Town of Apple Valley specifications and will be applied on current contract with Town

Accepted: \_\_\_\_\_  
Contractor/Firm

By: \_\_\_\_\_  
Authorized Representative, Owner

Date: \_\_\_\_\_

VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.  
 Retention to be paid within 60 days of completion of our work

**3785 CHANNEL DRIVE • WEST SACRAMENTO, CA 95691, USA • PHONE (916) 373-1500 • FAX NO. (916) 373-0183**  
 CA LICENSE NO. 293727A • NV LICENSE NO. 014802A • OR LICENSE NO. 65821 • AZ ROC 285579  
 ID LICENSE 13304-AAA-4(47) • WA LICENSE NO. VSSINI875JW

**PAVEMENT MAINTENANCE SPECIALISTS**

— CONDITION OF SALE —

- 1) In California contractors are required by law to be licensed and regulated by the Contractor's State License Board, Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractor's State License Board, P.O. Box 26999, Sacramento, California 95826.
- 2) For work in the state of Nevada: Section 108.2394 of the Nevada revised Statutes, a part of the Mechanics Lien Law of the State of Nevada, requires for your information and protection from hidden liens, that each person or other legal entity which supplies materials to or performs work or services on a construction project, other than one who performs only labor, shall deliver to the owner a notice of the material supplied or the work of service performed. You may receive such notices in connection with the construction project which you propose to undertake.
- 3) The performance and/or delivery shall commence not later than as specified on the front page. In the event of delays caused by Purchaser beyond this date, cost increases (if any) shall be charged to Purchaser's account.
- 4) All orders are subject to acceptance at the seller's general offices at P.O. Box 981330, West Sacramento, California 95798.
- 5) The seller shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond the seller's reasonable control.
- 6) Unless it shall expressly be agreed thereto in writing, the seller shall not be responsible for the operation and results of any technical advice in connection with the design, installation or use of the product sold hereunder.
- 7) It is agreed that no promises, agreements or understandings have been made other than contained herein; that no agent has any authority to obligate the seller to any terms or conditions not herein expressed unless seller approves of in writing.
- 8) All payments are to be made by the purchaser to the seller's office location noted on the front page. All accounts are due and payable as stated on reverse side under terms. Our Finance Charge on past due accounts is a fixed amount of 2% per month on the principal balance due which is equal to an Annual Percentage Rate of 24%.
- 9) In the event of nonpayment of past due accounts, the entire amount of both principal and interest accrued at such time shall become due, payable and collectable without notice at the option of the seller. The purchaser agrees to pay reasonable attorney's fees incurred, with or without legal action, in collecting the past due account together with all court costs involved.
- 10) This agreement shall be deemed to have been entered into in the State of California, and all questions of the validity, interpretation, or performance of any of its terms, or any rights or obligations of the parties to this agreement shall be governed by California law.
- 11) Any controversy between the parties to this agreement involving this construction, application or performance of any of the terms, provisions or conditions of this agreement, shall, on the written request of either party served on the other, be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. The parties shall each appoint one person to hear and determine the dispute and, if they are unable to agree, then the two persons so chosen shall select a third impartial arbitrator whose decision shall be final and conclusive upon both parties. The cost of arbitration shall be borne by the losing party, or in such proportions as the arbitrator shall decide.
- 12) This contract contains the entire agreement between the parties concerning the rights granted and the obligations assumed in this contract. Any oral representations or modifications concerning this contract shall be of no force or effect, except for a subsequent modification in writing signed by the parties.
- 13) If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, expert's fees, and necessary disbursements in addition to any other relief to which such party may be entitled.
- 14) Failure of the seller to enforce any of these conditions or to exercise any right shall in no way affect such rights and no failure shall be construed as a waiver in respect to other or future occurrences.
- 15) Seller will submit progress estimates for work actually completed at the end of each month, and Purchaser will pay 90% of the invoice amount due within ten (10) days after receipt of such billing. The amounts so paid shall be deducted from the final billing after completion of all work.
- 16) You, as owner or tenant, have the right to require the contractor to have a performance and payment bond or funding control. An additional charge of ½% will be added to the bid amount to cover this cost if requested.
- 17) The intended use of sealcoating and resurfacing materials is to resurface existing asphalt pavements. They are not intended to remove surface variations which may hold water, change existing drainage patterns, restore badly cracked or broken base pavement, or permanently seal cracks subject to base movement. Cracks sealed and filled may open again.
- 18) VSS International will not be responsible for damage to any underground utilities, unless said utilities are specifically marked with depths on a furnished blue print. VSS International will also not be responsible for surface drainage on new or existing pavement unless said surfaces have a minimum of 1½% slope to drains.
- 19) The purchaser by signing this contract hereby declares that the pavement and subgrade to be repaired or sealed is structurally sound enough to support the weight of repair and seal coating equipment. Failure or damage to pavement as a result of inadequate structural support of VSS International's equipment is the responsibility of the purchaser.

Accepted: \_\_\_\_\_  
Contractor/Firm

Accepted: \_\_\_\_\_  
VSS International, Inc.

By: \_\_\_\_\_  
Authorized Representative/Owner

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_