



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
July 11, 2019

Department Public Works

Director Approval *Mike Passauer*

AGENDA ITEM Consider project letting regarding the Peter Pan Road improvement project.

SUMMARY RECOMMENDATION Approve project letting and signing all appropriate documents.

BACKGROUND The low bid received by KDOT on the Peter Pan project was from Jeff Graham Construction, Inc of Coffeyville Ks. in the amount of \$458,096.00. This is below the Engineers Estimate and KDOT recommends award.

BUDGET IMPACT

<u>Total Cost</u>	<u>\$458,096</u>	<u>Funding Source</u>
KDOT	\$300,000	Project 63 KA-4815-01, attached
Labette	\$ 79,048	Labette, to be invoiced, \$150,000 maximum
County	\$ 79,048	Montgomery County, to be invoiced, \$150,000 maximum
City	\$ 0	Economic Development & Transportation Fund \$150,000 expended on first extension; City will be responsible for paying any overages after Labette/County maximums are reached

SUGGESTED MOTION I move to authorize the Mayor to award the bid to Jeff Graham Construction, Inc. in the amount of \$458,096.00. for the Peter Pan Improvement project as recommended by KDOT.

SUPPORTING DOCUMENTS

1. Bid Tabs
2. Recommendation to Award
3. Agreement
4. Notice of Award
5. Notice to Proceed
6. Contract Provision and Tax Clearance

**Opinion of Probable Construction Cost
Letting Cost Estimate
City of Independence
US-75 & Peter Pan Road Extension Improvements**

ITEM NO.	BID ITEM	UNIT	UNIT BID PRICE	QUANTITY	COST
1	Contractor Construction Staking	Lump Sum	\$4,000.00	1.0	\$ 4,000.00
2	Field Office and Laboratory (Type A)	EA	\$5,000.00	1.0	\$ 5,000.00
3	Mobilization	Lump Sum	\$40,000.00	1.0	\$ 40,000.00
4	Removal of Existing Structures	Lump Sum	\$4,000.00	1.0	\$ 4,000.00
5	Clearing and Grubbing	Lump Sum	\$5,000.00	1.0	\$ 5,000.00
6	Common Excavation	C.Y.	\$12.00	1149.0	\$ 13,788.00
7	Rock Excavation	C.Y.	\$20.00	593.0	\$ 11,860.00
8	Compaction of Earthwork (Type A) (MR-5-5)	C.Y.	\$5.00	16.0	\$ 80.00
9	Topsoil	C.Y.	\$20.00	183.0	\$ 3,660.00
10	Water (Grading)(Set Price)	MGAL	\$35.00	1.0	\$ 35.00
11	Granular Base (6")	S.Y.	\$9.00	3666.0	\$ 32,994.00
12	Water (Granular Base)(Set Price)	MGAL	\$35.00	1.0	\$ 35.00
13	Adjustment of Valve Box (Water)	EA	\$350.00	1.0	\$ 350.00
14	Inlet (Type 22 Curb)	EA	\$4,750.00	4.0	\$ 19,000.00
15	Inlet (Type 2)(Special)	EA	\$4,750.00	2.0	\$ 9,500.00
16	Curb and Gutter (Combined)(AE)	L.F.	\$26.00	1038.0	\$ 26,988.00
17	Slope Protection (Riprap Stone)	C.Y.	\$70.00	5.0	\$ 350.00
18	Storm Sewer (18")	L.F.	\$60.00	30.0	\$ 1,800.00
19	Storm Sewer (18")(RCP)	L.F.	\$60.00	689.0	\$ 41,340.00
20	Entrance Pipe (15")(RCP)	L.F.	\$55.00	23.0	\$ 1,265.00
21	End Section (15")(RC)	EA	\$450.00	2.0	\$ 900.00
22	End Section (18")	EA	\$500.00	2.0	\$ 1,000.00
23	Mailbox Installation (Set Price)	EA	\$140.00	1.0	\$ 140.00
24	Foundation Stabilization (Set Price)	C.Y.	\$40.00	1.0	\$ 40.00
25	Concrete Pavement (6" Uniform)(AE)	S.Y.	\$50.00	152.0	\$ 7,600.00
26	Concrete Pavement (8" Uniform)(AE)	S.Y.	\$60.00	264.0	\$ 15,840.00
27	Concrete Pavement (8" Uniform)(AE)(NRDU)	S.Y.	\$65.00	2942.0	\$ 191,230.00
28	Temporary Surfacing Material (Aggregate)(Set Price)	C.Y.	\$35.00	1.0	\$ 35.00
29	Aggregate Shoulder (AS-1)(6")	S.Y.	\$15.00	96.0	\$ 1,440.00
30	Water (Aggregate Shoulders)(Set Price)	MGAL	\$35.00	1.0	\$ 35.00
31	Temporary Seeding	Lump Sum	\$1,500.00	1.0	\$ 1,500.00
32	Sediment Removal (Set Price)	C.Y.	\$35.00	1.0	\$ 35.00
33	Temporary Berm (Set Price)	L.F.	\$1.00	1.0	\$ 1.00
34	Temporary Inlet Sediment Barrier	EA	\$500.00	1.0	\$ 500.00
35	Biodegradable Log (20")	L.F.	\$10.00	36.0	\$ 360.00
36	Filter Sock (8")	L.F.	\$10.00	76.0	\$ 760.00
37	Silt Fence	L.F.	\$5.00	550.0	\$ 2,750.00
38	SWPPP Design	Lump Sum	\$1,000.00	1.0	\$ 1,000.00
39	SWPPP Inspection	EA	\$300.00	7.0	\$ 2,100.00
40	Water Pollution Control Manager	EA	\$250.00	13.0	\$ 3,250.00
41	Mulch Tacking Slurry	L.B.	\$4.00	306.0	\$ 1,224.00
42	Mulching	TON	\$350.00	1.0	\$ 350.00
43	Water (Erosion Control)(Set Price)	MGAL	\$35.00	1.0	\$ 35.00
44	Sod (Turf-Type Bermuda)(Strips)	S.Y.	\$8.50	1645.0	\$ 13,982.50
45	Fertilizer (13-13-13)	L.B.	\$4.00	34.0	\$ 136.00
46	Pavement Marking (Multi-Component)(White)(6")	L.F.	\$1.00	350.0	\$ 350.00
47	Pavement Marking (Multi-Component)(Yellow)(4")	L.F.	\$0.75	2157.0	\$ 1,617.75
48	Pavement Marking (Multi-Component)(Yellow)(12")	L.F.	\$10.00	59.0	\$ 590.00
49	Pavement Marking Symbol (Intersection Grade)(White)(LT)	EA	\$250.00	6.0	\$ 1,500.00
50	Sign (Flat Sheet)(High Performance)	S.F.	\$40.00	12.0	\$ 480.00
51	Sign Post (2.25' Perforated Square Steel Tube)	L.F.	\$40.00	21.0	\$ 840.00
52	Sign Post Footing (2.25' Perforated Square Steel Tube)	EA	\$100.00	2.0	\$ 200.00
53	Work Zone Sign (Special) (16.25 Sq. Ft. & Less)	EA	\$500.00	3.0	\$ 1,500.00
54	Traffic Control	Lump Sum	\$25,000.00	1.0	\$ 25,000.00

ASSUMPTIONS:

- Right of Way/Construction Easement costs have not been included
- Public utility relocation costs have not been included.

Total Roadway = \$ 499,366.25
Contingency (10%) = \$ 49,936.63
Total Project= \$ 549,302.88

J. Graham Construction, INC (Winner)

UNIT BID PRICE	COST	DIFFERENCE
\$ 4,500.00	\$ 4,500.00	\$ (500.00)
\$ 4,500.00	\$ 4,500.00	\$ 500.00
\$ 19,000.00	\$ 19,000.00	\$ 21,000.00
\$ 8,000.00	\$ 8,000.00	\$ (4,000.00)
\$ 9,000.00	\$ 9,000.00	\$ (4,000.00)
\$ 10.25	\$ 11,777.25	\$ 2,010.75
\$ 18.00	\$ 10,674.00	\$ 1,186.00
\$ 40.00	\$ 640.00	\$ (560.00)
\$ 22.00	\$ 4,026.00	\$ (366.00)
\$ 35.00	\$ 35.00	\$ -
\$ 9.75	\$ 35,743.50	\$ (2,749.50)
\$ 35.00	\$ 35.00	\$ -
\$ 500.00	\$ 500.00	\$ (150.00)
\$ 5,500.00	\$ 22,000.00	\$ (3,000.00)
\$ 5,500.00	\$ 11,000.00	\$ (1,500.00)
\$ 26.00	\$ 26,988.00	\$ -
\$ 100.00	\$ 500.00	\$ (150.00)
\$ 40.00	\$ 1,200.00	\$ 600.00
\$ 39.00	\$ 26,871.00	\$ 14,469.00
\$ 36.00	\$ 828.00	\$ 437.00
\$ 750.00	\$ 1,500.00	\$ (600.00)
\$ 800.00	\$ 1,600.00	\$ (600.00)
\$ 140.00	\$ 140.00	\$ -
\$ 40.00	\$ 40.00	\$ -
\$ 66.00	\$ 10,032.00	\$ (2,432.00)
\$ 68.00	\$ 17,952.00	\$ (2,112.00)
\$ 63.00	\$ 185,346.00	\$ 5,884.00
\$ 35.00	\$ 35.00	\$ -
\$ 10.00	\$ 960.00	\$ 480.00
\$ 35.00	\$ 35.00	\$ -
\$ 1,000.00	\$ 1,000.00	\$ 500.00
\$ 35.00	\$ 35.00	\$ -
\$ 1.00	\$ 1.00	\$ -
\$ 500.00	\$ 500.00	\$ -
\$ 35.00	\$ 1,260.00	\$ (900.00)
\$ 15.00	\$ 1,140.00	\$ (380.00)
\$ 6.00	\$ 3,300.00	\$ (550.00)
\$ 1,500.00	\$ 1,500.00	\$ (500.00)
\$ 125.00	\$ 875.00	\$ 1,225.00
\$ 125.00	\$ 1,625.00	\$ 1,625.00
\$ 10.00	\$ 3,060.00	\$ (1,836.00)
\$ 2,000.00	\$ 2,000.00	\$ (1,650.00)
\$ 35.00	\$ 35.00	\$ -
\$ 6.50	\$ 10,692.50	\$ 3,290.00
\$ 5.00	\$ 170.00	\$ (34.00)
\$ 1.65	\$ 577.50	\$ (227.50)
\$ 1.25	\$ 2,696.25	\$ (1,078.50)
\$ 11.00	\$ 649.00	\$ (59.00)
\$ 300.00	\$ 1,800.00	\$ (300.00)
\$ 33.50	\$ 402.00	\$ 78.00
\$ 20.00	\$ 420.00	\$ 420.00
\$ 100.00	\$ 200.00	\$ -
\$ 400.00	\$ 1,200.00	\$ 300.00
\$ 7,500.00	\$ 7,500.00	\$ 17,500.00
Subtotal = \$ 458,096.00		\$ 91,206.88

Bryant and Bryant Const

UNIT BID PRICE	COST	DIFFERENCE
\$ 4,500.00	\$ 4,500.00	\$ (500.00)
\$ 4,500.00	\$ 4,500.00	\$ 500.00
\$ 50,000.00	\$ 50,000.00	\$ (10,000.00)
\$ 2,500.00	\$ 2,500.00	\$ 1,500.00
\$ 10,000.00	\$ 10,000.00	\$ (5,000.00)
\$ 25.00	\$ 28,725.00	\$ (14,937.00)
\$ 35.00	\$ 20,755.00	\$ (8,895.00)
\$ 5.00	\$ 80.00	\$ -
\$ 25.00	\$ 4,575.00	\$ (915.00)
\$ 35.00	\$ 35.00	\$ -
\$ 10.00	\$ 36,660.00	\$ (3,666.00)
\$ 35.00	\$ 35.00	\$ -
\$ 450.00	\$ 450.00	\$ (100.00)
\$ 4,000.00	\$ 16,000.00	\$ 3,000.00
\$ 5,000.00	\$ 10,000.00	\$ (500.00)
\$ 30.00	\$ 31,140.00	\$ (4,152.00)
\$ 125.00	\$ 625.00	\$ (275.00)
\$ 40.00	\$ 1,200.00	\$ 600.00
\$ 40.00	\$ 27,560.00	\$ 13,780.00
\$ 40.00	\$ 920.00	\$ 345.00
\$ 750.00	\$ 1,500.00	\$ (600.00)
\$ 750.00	\$ 1,500.00	\$ (500.00)
\$ 140.00	\$ 140.00	\$ -
\$ 40.00	\$ 40.00	\$ -
\$ 65.00	\$ 9,880.00	\$ (2,280.00)
\$ 70.00	\$ 18,480.00	\$ (2,640.00)
\$ 73.50	\$ 216,237.00	\$ (25,007.00)
\$ 35.00	\$ 35.00	\$ -
\$ 10.00	\$ 960.00	\$ 480.00
\$ 35.00	\$ 35.00	\$ -
\$ 1,000.00	\$ 1,000.00	\$ 500.00
\$ 35.00	\$ 35.00	\$ -
\$ 1.00	\$ 1.00	\$ -
\$ 250.00	\$ 250.00	\$ 250.00
\$ 15.00	\$ 540.00	\$ (180.00)
\$ 7.50	\$ 570.00	\$ 190.00
\$ 7.00	\$ 3,850.00	\$ (1,100.00)
\$ 3,000.00	\$ 3,000.00	\$ (2,000.00)
\$ 300.00	\$ 2,100.00	\$ -
\$ 300.00	\$ 3,900.00	\$ (650.00)
\$ 20.00	\$ 6,120.00	\$ (4,896.00)
\$ 1,000.00	\$ 1,000.00	\$ (650.00)
\$ 35.00	\$ 35.00	\$ -
\$ 8.00	\$ 13,160.00	\$ 822.50
\$ 15.00	\$ 510.00	\$ (374.00)
\$ 2.00	\$ 700.00	\$ (350.00)
\$ 1.50	\$ 3,235.50	\$ (1,617.75)
\$ 8.00	\$ 472.00	\$ 118.00
\$ 250.00	\$ 1,500.00	\$ -
\$ 45.00	\$ 540.00	\$ (60.00)
\$ 20.00	\$ 420.00	\$ 420.00
\$ 25.00	\$ 50.00	\$ 150.00
\$ 140.00	\$ 420.00	\$ 1,080.00
\$ 14,500.00	\$ 14,500.00	\$ 10,500.00
Subtotal = \$ 556,975.50		\$ (7,672.63)



TranSystems

115 S. Sixth Street
Suite B
Independence, KS 67301
Tel 620 331 3999
Fax 620 331 4082
www.transystems.com

June 28, 2019

Mr. Craig Whitehead
City of Independence
120 North Sixth Street
Independence, KS 67301

RE: Peter Pan Road Improvements KA-4815-01

Dear Mr. Whitehead:

Bids for this project were received on May 30, 2019 at City Hall in Independence, Kansas. Two (2) bids were received for this project and were open publicly. We have reviewed the bids, checked references, talked with the Contractor and they are qualified to complete the project.

It is our recommendation that the City accept the bid submitted by **Jeff Graham Construction, Inc.** of Coffeyville, Kansas for the following amounts:

Bid Price: \$458,096.00

Sincerely,

A handwritten signature in blue ink that reads "Chad Banka".

Chad C. Banka, PE

AGREEMENT

00500

THIS AGREEMENT, made this _____ day of _____, 2019, by and between **The City of Independence, Kansas**, 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 **Peter Pan Road Improvements KA-4815-01**.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on the date as stipulated in the NOTICE TO PROCEED and will complete the same within **90** consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to pay, without condition or recourse, as liquidated damages to the Owner the sum of Nine Hundred and 00/100 dollars (\$900.00) for each consecutive calendar day after the stated DATE OF COMPLETION or extension thereto that the CONTRACTOR shall be in default as provided in SECTION 15 of the General Conditions. CONTRACTOR further agrees to reimburse the subcontractors, suppliers, engineers, inspectors, and other contractors of the OWNER for costs incurred and/or damages suffered by reason or reasons attributable to the CONTRACTOR's failure to complete the CONTRACT by the completion date, or extensions thereof, as provided by Section 15 of the General Conditions. Said liquidated damages and payments shall be withheld from the payments due the contractor. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of: **\$458,096.00**

5. The term "CONTRACT DOCUMENTS" means and includes the following:

- (A) Invitation to Bid
- (B) Instructions to Bidders
- (C) Bid
- (D) Agreement Form
- (E) General Conditions of the Contract
- (F) Supplementary Conditions
- (G) Payment Bond
- (H) Performance Bond
- (I) Notice of Award
- (J) Notice to Proceed
- (K) Drawings prepared by TranSystems
- (L) Specifications prepared by TranSystems
- (M) Required Contract Provisions
- (N) Addenda:

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

7. 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 (3) copies each of which shall be deemed an original on the date first above written.

OWNER: **City of Independence**

By: _____

Name: _____

(SEAL)
ATTEST: _____

Name _____

Title _____

CONTRACTOR:

By
Name: _____
(Please type)

(SEAL)
ATTEST: _____

Name _____

Title _____

NOTICE OF AWARD00501

TO:

PROJECT Description: **Peter Pan Road Improvements KA-4815-01.**

The OWNER has considered the BID submitted by you for the above described WORK.

You are hereby notified that your BID in the amount of

\$458,096.00

has been accepted.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within fourteen (14) consecutive calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS and INSURANCE CERTIFICATES within fourteen (14) consecutive calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____

City of Independence, Kansas

By_____.

ACCEPTANCE OF NOTICE: Receipt of the above NOTICE OF AWARD is hereby acknowledged

by_____

this the _____ day of _____, 2019.

By_____

Title_____

NOTICE TO PROCEED.....00502

TO:

DATE: _____

PROJECT: **Peter Pan Road Improvements**
KA-4815-01
Independence, Kansas

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____ and you are to complete the WORK within **90** consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.

CITY INDEPENDENCE, KS

By _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this the _____ day

of _____, 2019

By _____

Title _____

REQUIRED CONTRACT PROVISION

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT

K.A.R. 36-30-4, 49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

The exceptions, if any, are:

REQUIRED CONTRACT PROVISION
TAX CLEARANCE CERTIFICATE

(1) Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue (KDOR) at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. The Contractor's Proposal will be rejected as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of contract award.

(2) To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at <http://www.ksrevenue.org/taxclearance.htm>. The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate which includes the "Tax Clearance Confirmation Number". Decisions on on-line applications are generally available the following business day.

If the Contractor possesses a current Tax Clearance Certificate at the time of the letting, provide the following information:

1. Tax Clearance Confirmation Number: _____ and
2. Contractor's FEIN number: _____

(3) If the Contractor does not have the information in section 2 at the time of the letting, the Contractor shall submit a copy of the Tax Clearance Certificate to the Local Public Authority (LPA) by hand delivery, mail, or fax before the award of contract so it can be forwarded to KDOR. Before authorizing the LPA to award a contract, KDOR will authenticate the Certificate through the Confirmation Number inserted in section 2 on this Required Contract Provision or contained on the Certificate submitted after the letting.

(4) If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

(5) Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

(6) Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the LPA approves them for subcontract work. The Contractor shall submit to the LPA the Subcontractor's Tax Clearance Certificate so the LPA can authenticate their Tax Clearance Confirmation Number.