



REQUEST FOR COMMISSION ACTION
CITY OF INDEPENDENCE
August 13, 2020

Department Street Dept.

Director Approval *Mike Passauer*

AGENDA ITEM Consider bids for Whiskey Creek drainage way clearing.

SUMMARY RECOMMENDATION City Staff recommends approving \$50,000 of budgeted funds to begin clearing Whiskey Creek drainage way.

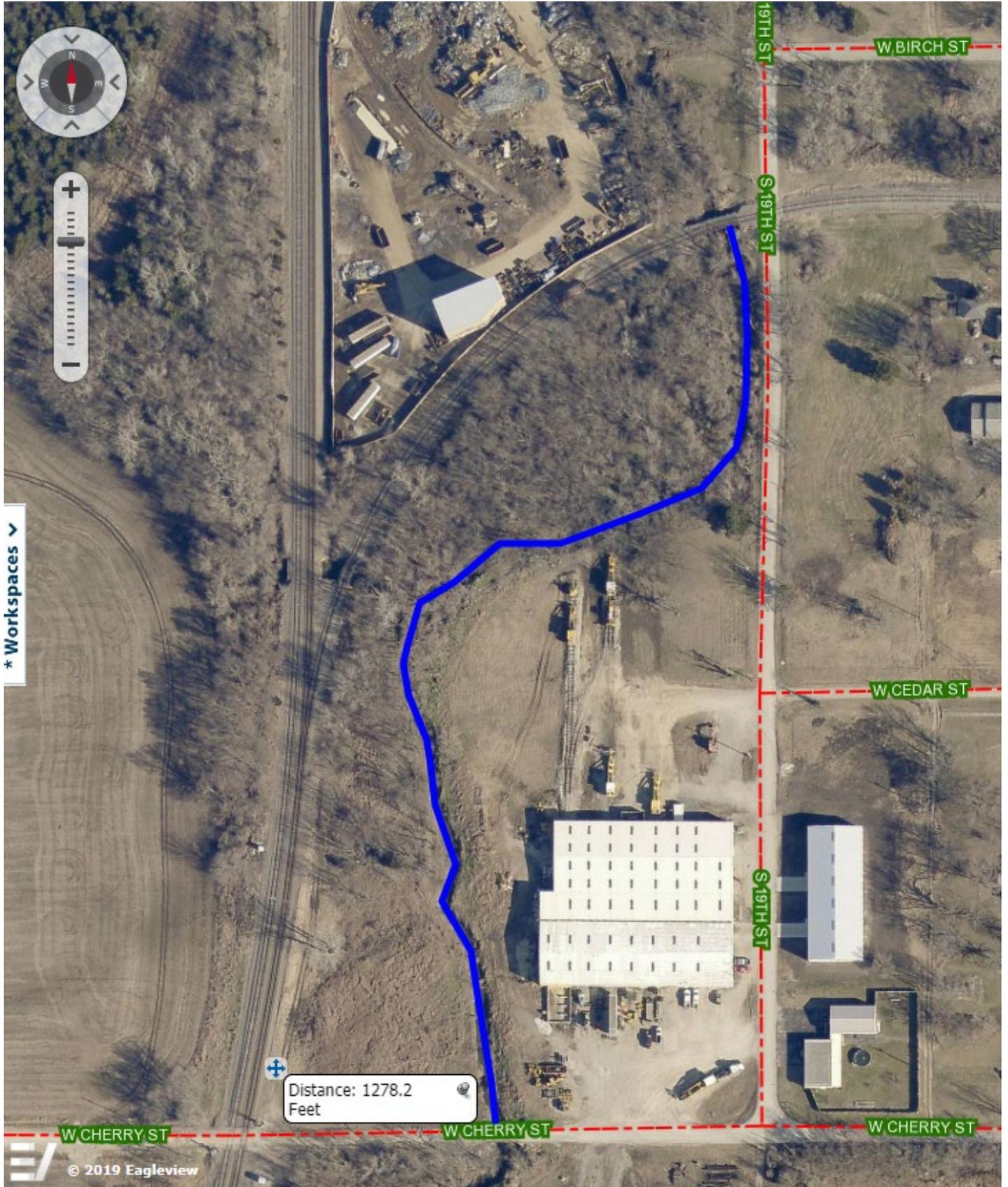
BACKGROUND The City of Independence received one bid for the Whiskey Creek drainage way clearing from MEGA, LLC. As requested, they submitted pricing for three phases of work from Laurel Street to Cherry Street. City Staff, before bidding the job, visited with the Commission about starting at Cherry Street and working north clearing the drainage way. It is staff recommendation to authorize MEGA to begin at Cherry Street and work north until \$50,000 has been expended. Mega has informed staff this would be the railroad track by Birch or approximately two blocks of work. Mega anticipates starting this work in December of 2020. City Staff will then return on January 14, 2021, and seek Commission approval to use 2021 funds, or \$50,000, to continue additional work between Birch and Walnut, or an additional two blocks of drainage way clearing. MEGA anticipates it will take two weeks of work per section.

BUDGET IMPACT This is funded in the 2020 budget.

SUGGESTED MOTION I move to authorize the Mayor to sign an agreement with Mega, LLC, to perform \$50,000 of drainage way clearing from Cherry north to the railroad tracks south of Birch, approximately 1,300’.

SUPPORTING DOCUMENTS

1. Aerial
2. Bid Document
3. Agreement



ADVERTISEMENT FOR BID

The City of Independence, Kansas, is accepting bids for clearing out Whiskey Creek drainage way from Pine Street south to Cherry Street, in three (3) sections in accordance with the Scope of Work, in Independence, Kansas.

Bids will be received at the office of the City Clerk, 811 W. Laurel Street, Independence, Kansas, 67301 until 2:00 p.m., Thursday, July 23, 2020. At that time the bids will be publicly opened and read aloud.

Bids are to be enclosed in a sealed envelope and marked plainly on the outside "Whiskey Creek". If mailed, the sealed envelope is to be enclosed in another sealed envelope also marked plainly on the outside as previously designated.

The City of Independence reserves the right to accept or reject any or all bids or to waive any informalities should they occur as may best benefit the City.



David W. Schwenker, City Clerk

Date: 7/2/2020

General Scope of Work
Whiskey Creek Channel Maintenance
Section 1: Pine Street to Laurel Street
Section 2: Laurel Street to Walnut Street
Section 3: Walnut Street to Cherry Street

The work shall be completed in accordance with the US ACE Nationwide Permit criteria for channel maintenance. The Contractor shall review NWP requirements prior to proceeding with work. The scope of work includes:

1. All work performed below the ordinary water level shall only be performed by rubber tired equipment and in such a manner to minimize soil erosion. Track equipment may be used for work above the ordinary water level.
2. Remove downed trees, debris and driftwood within 25 feet each direction from the center line of the creek. Leave live trees in place, except for as designated in (3) below.
3. In the channel itself, cut and remove trees that are within the channel (below the ordinary water mark). Leave root balls in place, with stumps cut level with ground. Leave trees in place above ordinary water mark. For live trees within 25 feet of center line of creek, trim branches of trees to within 3 feet above existing ground.
4. Remove accumulated silt, but no more than 25 CY of material. OWNER and ENGINEER will assist in identifying 25CY of silt material to be removed to provide the most benefit.
5. Place 10 CY of rip rap at locations below the ordinary water level at selected by the OWNER and ENGINEER (no more than 1 CY for 1 LF)
6. Place 10 Cy of rip rap above ordinary water level at areas designated by OWNER and ENGINEER.
7. On Site burning will not be allowed. Removal and disposal of all trees and silt shall be the sole responsibility of the Contractor.
8. Less than 1 acre of area is to be disturbed by the project. The Contractor shall follow best management practices to minimize soil disturbance.
9. The Contractor is responsible for obtaining access to the channel, and for repairing any areas disturbed during operations. Surface repair shall restore the area to a condition equal to the pre-project condition.
10. The contractor is responsible for obtaining pre-project video imagery of the project location and access points.

BID SHEET

Section 1: Clearing out Whiskey Creek drainage way
From Pine Street south to Laurel Street

\$63,000

Section 2: Clearing out Whiskey Creek drainage way
From Laurel Street south to Walnut Street

\$46,000

Section 3: Clearing out Whiskey Creek drainage way
From Walnut Street south to Cherry Street

\$84,000

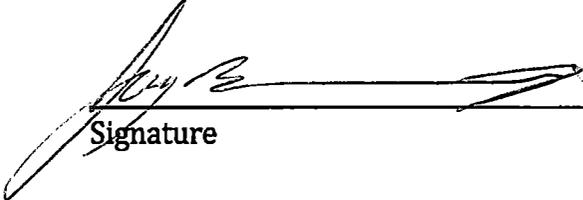
CITY TO NOTIFY LANDOWNERS OF PROJECT

CITY TO FURNISH LIST OF LANDOWNERS & CONTACT INFO

If a bidder improperly withdraws a bid or refuses to honor a bid that has been awarded by the City, the bidder shall not be eligible to bid on any City projects for a period of one (1) year thereafter.

MEGA LLC
Name of Bidder (Printed)

2950 CR 3800 Indep.
Address


Signature

7/23/20
Date

OWNER
Title

620-331-9209
Contact Phone Number

CONTRACT

This Agreement is entered into on the _____ day of _____, 2020, by and between the **City of Independence, Kansas**, hereafter CITY, and **MEGA, LLC**, a Kansas limited liability company, hereafter CONTRACTOR.

1. **Project Description:** The project consists of clearing out the Whiskey Creek drainage-way.

2. **Specifications:** The specifications for the work to be performed by CONTRACTOR are that the Whiskey Creek drainage-way shall be cleared out as a flood control measure to increase, and reduce the impediments to, the water flow through Whiskey Creek in such a manner as is acceptable to CITY, beginning at Cherry Street and proceeding northward to the railroad track just south of Birch Street.

3. **Compensation:** CITY shall pay CONTRACTOR the agreed sum of \$50,000.00 within 30 days of satisfactory completion of CONTRACTOR'S requirements under this agreement.

4. **Term of Agreement:** CONTRACTOR shall begin work on the project on an agreed date in December, 2020, with a completion date of approximately two weeks thereafter, unless extended by mutual agreement.

5. **Pricing:** CONTRACTOR submitted a bid sheet to CITY for the clearing out of the Whiskey Creek drainage-way in three sections. CONTRACTOR agrees that this pricing shall be good through February, 2021, with the intent of the parties being that CITY and CONTRACTOR will enter into another agreement for additional work in January, 2021, to be performed by CONTRACTOR on the Whiskey Creek drainage-way based upon this same pricing.

6. **Indemnification:** CONTRACTOR agrees to indemnify and hold harmless

CITY, its agents and employees, for any damages to persons or property arising from acts or omissions of CONTRACTOR, or its agents or employees, in performance of this agreement.

7. **CONTRACTOR Requirements:** CONTRACTOR shall be responsible for, and provide the CITY proof of, the following upon request:

- a. Current Occupational License issued by the City, if required.
- b. A minimum of \$500,000.00 general liability insurance.
- c. All statutorily required workers compensation coverage.
- d. A minimum of \$500,000.00 in automobile liability insurance.

CITY OF INDEPENDENCE, KANSAS

Date

By: _____
LEONHARD CAFLISCH, Mayor

ATTEST:

DAVID W. SCHWENKER, City Clerk

MEGA, LLC

Date

By: _____
ROBERT J. BRUENING
Managing Member