



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 14, 2021**

---

**Department** Public Works

**Director Approval** Mike Passauer

---

**AGENDA ITEM** Consider authorizing an addendum with Mega,LLC to continue additional work previously bid for Whiskey Creek drainage way clearing.

**SUMMARY RECOMMENDATION** City Staff recommends approving \$46,000 of budgeted funds to perform Whiskey Creek Channel Maintenance from Walnut to Laurel.

**BACKGROUND** 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 as follows:

Cherry north to Walnut approved on August 13, 2020 in the amount of \$84,000.

Laurel to Walnut was bid at \$46,000.

Laurel to Pine was bid at \$63,000.

Cherry Street to Walnut has been completed. City Staff is recommending approving Walnut to Laurel Street in the amount of \$46,000.

**BUDGET IMPACT** Budgeted funds \$46,000.

**SUGGESTED MOTION** I move to authorize an addendum with Mega,LLC to continue additional work previously bid for Whiskey Creek drainage way clearing from Walnut to Laurel Street.

**SUPPORTING DOCUMENTS**

1. Proposed Addendum
2. Original Agreement
3. Original Bid Sheet

## **ADDENDUM**

***This Addendum*** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **City of Independence, Kansas**, hereafter CITY, and **MEGA, LLC**, a Kansas limited liability company, hereafter CONTRACTOR.

1. **Prior Agreement:** The parties entered into a Contract dated September 16, 2020, pursuant to which CONTRACTOR performed certain drainage-way clearance work for the benefit of CITY. The terms of the previous Contract shall remain unchanged except as provided herein.
2. **Specifications:** This Addendum shall cover work performed by CONTRACTOR in Whiskey Creek from Walnut Street to Laurel Street. Otherwise, the work specifications contained in the original contract remain the same.
3. **Compensation:** CITY shall pay CONTRACTOR the agreed sum of \$46,000.00 within 30 days of satisfactory completion of CONTRACTOR'S requirements under this Addendum.
4. **Term:** CONTRACTOR shall begin work on the project on an agreed date, with a completion date of approximately two weeks thereafter, unless extended by mutual agreement.

### **CITY OF INDEPENDENCE, KANSAS**

---

\_\_\_\_\_  
Date

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

ATTEST:

---

DAVID W. SCHWENKER, City Clerk

**MEGA, LLC**

---

\_\_\_\_\_

Date

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

ROBERT J. BRUENING  
Managing Member

# CONTRACT

**This Agreement** is entered into on the 16<sup>th</sup> day of September, 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 according to the specifications contained in the attached bid instructions, beginning at Cherry Street and proceeding northward to Walnut Street.

3. **Compensation:** CITY shall pay CONTRACTOR the agreed sum of \$84,000.00 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:** CONTRACT 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**

9/16/2020  
Date

By: Leonhard Caflisch  
LEONHARD CAFLISCH, Mayor

ATTEST:

David Schwenker  
DAVID W. SCHWENKER, City Clerk

**MEGA, LLC**

\_\_\_\_\_  
Date

By: Robert J. Bruening  
ROBERT J. BRUENING  
Managing Member

## **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 round.
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 \$163,000

Section 2: Clearing out Whiskey Creek drainage way  
From Laurel Street south to Walnut Street \$146,000

Section 3: Clearing out Whiskey Creek drainage way  
From Walnut Street south to Cherry Street \$84,000

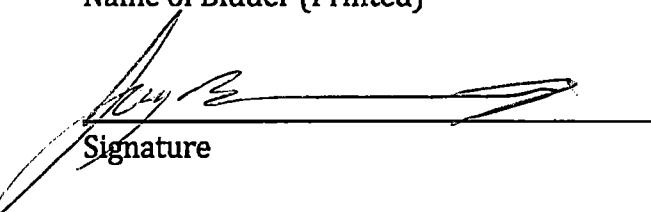
CITY TO NOTIFY LAND OWNERS OF PROJECT

CITY TO FURNISH LIST OF LAND OWNERS & 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)

  
Signature

OWNER

Title

2950 CR 3800 Indep.

Address

7/23/20

Date

620-331-9209

Contact Phone Number