

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 20, 2012 AGENDA**

Subject:	Type:	Submitted By:
AWARD CONTRACT BACK STOP REPLACEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JOE SOUCIE PUBLIC WORKS DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a contract with Elkhorn Fence Company, Elkhorn, Nebraska for replacement of the backstop on field #3 at the Sports Complex in an amount not exceed \$5,296.00.

FISCAL IMPACT

The FY 2011/12 General Fund Budget provides funding for the proposed project.

RECOMMENDATION

Approval

BACKGROUND

The backstop on field #3 at the Sports Complex is structurally deficient and poses a safety risk. Park Superintendent Brian Lukasiewicz solicited bids and recommends Elkhorn Fence Company as the low compliant bidder.

Elkhorn Fence Company	\$5,296.00
American Fence Company	\$5,825.77
Monarch Fence Company	\$6,837.00

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO ELKHORN FENCE COMPANY, ELKHORN, NEBRASKA IN AN AMOUNT NOT TO EXCEED \$5,296.00

WHEREAS, the City Council of the City of La Vista has determined that the replacement of the backstop on field #3 at the Sports complex is necessary; and

WHEREAS, the FY 2011/12 General Fund Budget will provide funds for this project; and

WHEREAS Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska award the contract to Elkhorn Fence Company, Elkhorn, Nebraska in an amount not to exceed \$5,296.00

PASSED AND APPROVED THIS 20TH DAY OF MARCH, 2012.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



ELKHORN FENCE CO.

P.O. Box 186

Elkhorn, NE 68022

Office 402-289-4945 / Fax 402-289-5566

To:
LaVista Parks

Attn:
Brian Lukasiewicz

Date: 3/8/12

Phone: 402-331-8927

Fax: 402-331-1051

Project Name:
Replace Backstop

Project Location:
LaVista Sports Complex

Elkhorn Fence proposes to supply all materials and labor to remove existing and install new 20'tall, hooded, galvanized chain link backstop for:

\$ 4,940.00 + \$ 147.00 tax on materials if applicable

Specifications:

- Materials to match backstop to the northeast with layout/footprint to match existing.
- 4" OD SS40 posts set in 16" x 4' concrete footings. (Posts set 1' taller to accommodate field elevation)
- 1-5/8" OD SS40 horizontal rails.
- 2"x9ga. standard 1.2 OZ. galv. chain link mesh throughout. (6ga fabric across the back above 3 - 2x12 planks.)
- **For (2) 3'wide x 6' tall single swing gates hung between the backstop and sideline fences ADD \$356.00 + \$20.00 tax on materials if applicable.**

Fence to conform to drawings and written specifications and installed in a professional manner.

Price includes Mobilizations to site.

Price assumes the entire fence line to be accessible by large skid-steer loader and the ability to dig post holes with hydraulic auger.

Project to be finish graded and ready for all fence installation upon notice to proceed and mobilization to the site.

This proposal to be attached to the Contract/Sub-contract as an Exhibit/Amendment to the Contract upon acceptance.

Price good for **30** days.

Submitted by:

Rob Brooks

Accepted By: _____

Rob Brooks

402-677-8677 cell

LaVista Backstop propII

4,940.00
356.00

5,296.00

AMERICAN FENCE COMPANY

14603 Frontier RD
Omaha, NE 68138
(402)896-6722
Fax(402)896-0692

1922 Delaware
Des Moines, IA 50317
(515)265-6100
Fax(515)265-6108

3301 N. 35TH Street
Lincoln, NE 68504
Phone: (402)467-2511
Fax: (402)467-2512

2205 E. Hwy. 30
Grand Island, NE 68802
(308)395-0793
Fax(308)395-3901

27083 Morton Court
Sioux Falls, SD 57108
(605)371-4577
Fax(605)371-1771

Date: 2/27/2012 Phone: 331-8927

Fax: 331-1051

Customer Name: City of LaVista

ATTN: Brian Lukasiwicz

Billing Address: 9900 Portal Road

Location of Job: LaVista Sports Complex

City: LaVista

State: NE

Zip: 68128

Cell Phone:

E-Mail:

Specifications: NONE

Addenda: NONE

Specification for Fencing

Overall Length

Overall Height

40'

10' tall w/ 10' canopy

Wire Gauge

Dia. Corner/End Post

6 and 9 gauge galv.

4"

Dia. Line Post

Dia. Top Rail

4"

1-5/8"

Walk Gates

Drive gates

none

none

Diagram

Remove existing backstop at field # 3.

Furnish and install 1 each 40' backstop including wings and canopy; 20' straight stretch at backstop shall have 6 gauge galvanized fabric at 7' tall. Includes 3 rails. Backstop 20' stretch shall include 4 each angle brackets for owner provided backstop boards.

Canopy and wings shall include 9 gauge galvanized fabric and 3 each rails.

Rails at wings shall be set at 2"; 5' and 9'-10"; rails 30' backstop stretch shall be set at 3"; 6'-6" and 9'-10"; canopy shall have one top and middle rail.

Please allow 2 to 3 weeks lead time for 6 gauge fabric.

No netting, netting removal, gates, grading, backstop boards, or paint included. For tax please add \$259.13 if applies.

Owner shall furnish form 17 for tax exemption or tax will be added at time of billing.

Line Item: Furnish and install 2 each 32" wide x 72" tall single swing gates with fork latch. Please add: \$590.13.

Notes & Exclusions:

- 1.) Unless otherwise noted, one mobilization is included for the installation of the fence.
- 2.) Unless otherwise noted, block-out(s) in concrete / masonry for fence by others. No core drilling included.
- 3.) No surveying and/or staking included. Fence line to be staked by others.
- 4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition are included.
- 5.) Private utilities to be located by others. Fence line to be staked clear of utilities. Extra handwork due to interference with utilities is not included.
- 6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included.
- 7.) No bonds, dues, or completed operations included.
- 8.) All items not specifically mentioned in this proposal are excluded.
- 9.) Unless otherwise noted, no addenda were received.
- 10.) This proposal may be withdrawn by AFC if not accepted within thirty days.
- 11.) AFC will not be subject to liquidated damages.
- 12.) Entire fence line must be concrete truck accessible.
- 13.) Waivers of subrogation are not included.
- 14.) AFC will need 30 working days to complete the project.

Please call Chris Kudlacz at 402-616-6856 with any questions.

NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 15 DAYS.

Customer assumes full responsibility for the location of property pins, staking of the fence, and any inaccurately placed pins and/or stakes. Customer understands that AFC has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Co. from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company to locate the fence within 18 inches of any buried utilities, the customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Co. to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees to indemnify and hold harmless the Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Co. Any time stated for installation is purely estimated. The customer agrees and accepts that AFC will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Co. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by customer after acceptance of proposal. American Fence Co. has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Co. to complete the work. The customer is financially responsible for cancellation fees and costs of special order materials in the event the customer elects to cancel the contract. TERMS: 60% Down. Balance due on date of completion. A service and handling charge of 5% per month-60% per annum will apply to delinquent accounts past 10 days.

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage.

Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

We agree to provide the work in accordance with the information stated here in the amount of:

\$5,825.77 No tax included.

Authorized Signature:

Date: 2/27/2012

Customer/Contractor Signature:

Date:

5825.77

MONARCH FENCE INC.

Custom Built Fences
Patio Fences
Dog Kennels

741 W 6th St
Papillion, NE 68046
(402) 339-9340 Fax (402) 562-4406

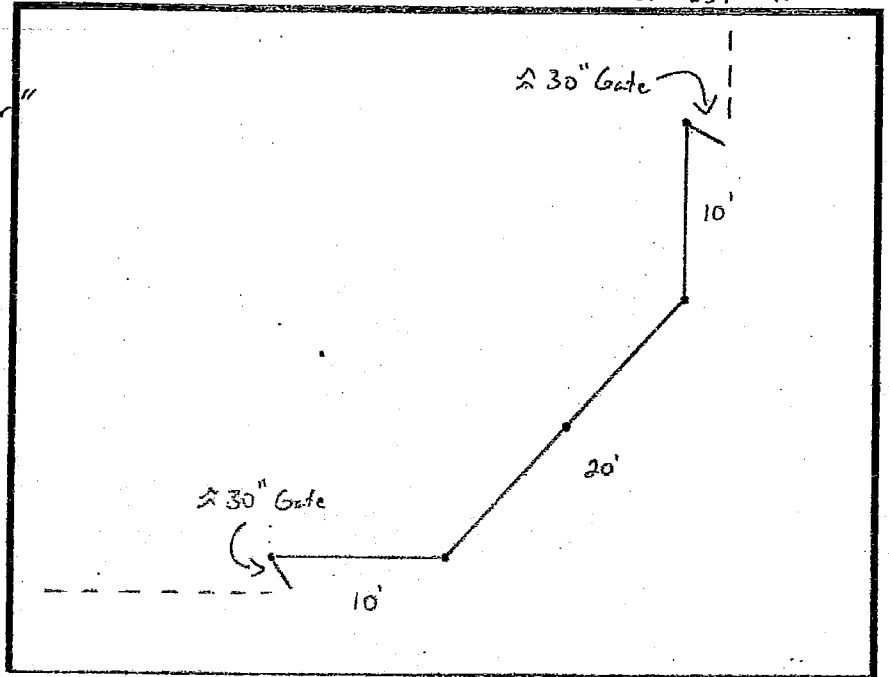
Gate Manufacturing
Tennis Courts
Backstops

FENCING PROPOSAL

Customer's Name Brian Lukaszewicz / City of La Vista
Address La Vista Sports Complex (S. of 66th & Harrison) City La Vista
Email Address blukaszewicz@ci.la-vista.org

Date 3-1-12
State NE Zip _____
Phone 402-331-8927 (W)
402-331-1051-fax

Specifications	
<u>Galvanized Vinyl Coated (BLK, BR, GR) Chain Link Fence</u>	
Overall Length <u>40'</u>	Overall Height <u>10' w/ "Cover"</u>
Walk Gate(s) <u>(2) 30"</u>	Drive Gate(s) <u>—</u>
Wire Gauge <u>9g + 6g</u>	Dia. Corner Post <u>4"</u>
Dia. Line Post <u>—</u>	Dia. Top Rail <u>1 5/8"</u>
Wood Fence	
Overall Length	Overall Height
Style	
Gate(s)	Post(s)
PVC Fence	
Overall Length	Overall Height
Style	
Color	Post(s)
Gate(s)	
Ornamental Iron/Aluminum Fence	
Overall Length	Overall Height
Style	
Color	Post(s)
Gate(s)	



NOTES:

Monarch Fence Inc. is a family owned business located in the Papillion, Nebraska area. We are a full service fence company, offering a wide variety of fence types and styles. Our fences are made of high quality materials and are built to last. We have a large inventory of fence materials and can deliver and install your fence in a timely manner. We are proud to serve the Papillion, Nebraska area and look forward to serving you.

We are a family owned business and we take pride in our work. We are committed to providing our customers with the highest quality fence products and services. We have a large inventory of fence materials and can deliver and install your fence in a timely manner. We are proud to serve the Papillion, Nebraska area and look forward to serving you.

Representative Larry Lukaszewicz

Customer's Acceptance of Proposal _____ Date _____

Form of Payment On Completion Agree to terms (Initial) _____

Monarch Fence Inc. 741 W 6th St Papillion, NE 68046 (402) 339-9340 Fax (402) 562-4406

Replace current back stop with same as field #1	<u>\$460.22</u>
(2) gates	<u>\$420.00</u>
(2) End supports on wood backstop	<u>\$395.00</u>
Prices subject to change without notice	
Options	
Partial	_____
Specialty material	_____
Color of fence	_____

\$6,537.⁰⁰

Personalized Service...Expert Workmanship...Guaranteed!