

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
SEPTEMBER 3, 2024 AGENDA**

Subject:	Type:	Submitted By:
AWARD OF CONTRACT – ON-CALL CITY WIDE CONCRETE PAVING REPAIRS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

SYNOPSIS

A resolution has been prepared to award a contract to Spencer Management LLC., Omaha, NE for on-call city wide concrete paving repairs in an amount not to exceed \$1,645,000.

FISCAL IMPACT

The FY24/FY25 Biennial Budget provides funding for the proposed project.

RECOMMENDATION

Approval.

BACKGROUND

On February 3, 2023, the City of Papillion opened bids for on-call city wide concrete paving repairs. They received five bids and Spencer Management LLC was the low bid. In 2023 Spencer Management was awarded the bid for the resurfacing of 78th St., Terry Dr., and Lillian Ave. in La Vista which included a significant amount of concrete base repair. Staff was extremely pleased with their performance and the corresponding results.

In August 2023, a similar contract with Spencer Management was executed for on-call city wide concrete paving repairs for the FY24 construction season. Provisions in the contract allow for the City and Spencer Management to negotiate annual unit price updates in the contract for up to five years from the original execution date. Staff recommends continuing this agreement with Spencer Management for the FY25 construction season utilizing the updated negotiated unit pricing contained within the new contract.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AWARDING A CONTRACT TO SPENCER MANAGEMENT LLC, OMAHA, NEBRASKA FOR ON-CALL CONCRETE PAVING REPAIRS IN AN AMOUNT NOT TO EXCEED \$1,645,000.00.

WHEREAS, the City Council of the City of La Vista has determined that on-call concrete paving repair work is necessary; and

WHEREAS, the FY24/FY25 Biennial Budget provides funding 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 Spencer Management LLC, Omaha, Nebraska, for on-call concrete paving repairs in an amount not to exceed \$1,645,000.00.

PASSED AND APPROVED THIS 3RD DAY OF SEPTEMBER 2024.

CITY OF LA VISTA

Kim Thomas, Acting Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

CONTRACT

THIS AGREEMENT made and executed in duplicate, this 3rd day of September, 2024, by and between the City of La Vista, hereinafter referred to as "Owner" and Spencer Management, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Contractor did on February 3rd 2023, submit to the City of Papillion, the lowest Base Bid for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023,

WHEREAS, the Contractor did on May 7, 2023 enter in agreement with the City of Papillion and subsequent Change Order Number 1 dated May 17, 2023, for the construction of 2023 On-Call City Wide Paving Repairs dated January 6, 2023, and other such work as may be necessary or incidental thereto, which work is described in plans and specifications for the project prepared by the City of Papillion;

WHEREAS, the Contractor did on August 15, 2023 enter in agreement with the City of La Vista for the construction of 2024 On-Call City Wide Paving Repairs, and other such works as may be necessary or incidental thereto, which work is described in plans and specifications for the project prepared by the City of Papillion;

WHEREAS, the Owner, as an adjacent local entity, hereby elects to enter into contract with the Contractor for Items of Work of similar scope and magnitude, inclusive of terms and conditions thereof.

NOW THEREFORE, it is agreed by the parties hereto that the Notice to Contractors, the proposal form, the construction bond, all applicable laws governing the Owner's authority to contract, the plans, specifications, and other contract documents are a part of this contract by reference.

In consideration of the following mutual agreements and covenants to be kept by each party, the Contractor agrees to furnish all tools, equipment, labor, materials, transportation and permits required to construct 2025 On-Call City Wide Paving Repairs in accordance with the aforesaid plans and specifications for the following unit prices:

	Description	Approx. Quantities		Unit Price			Amount
Base Bid							
1	5" Uniform Thickness PCC Sidewalk Paving, L6 Mix, in place	0	SF	\$6.50	/	SF	\$0
2	PCC Sidewalk Removal	0	SF	\$1.50	/	SF	\$0
3	8" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	13,500	SY	\$85.00	/	SY	\$1,147,500
4	8" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$80.00	/	SY	\$0
5	9" Uniform Thickness PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/	SY	\$0

6	9" Uniform Thickness PCC Base Repair Paving, Rough Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$82.00	/	SY	\$0
7	10" Uniform Thickness 47B-3500 PCC Paving Repair, Broom Finish w/Dowel and Tie Bars Grouted , in place	550	SY	\$95.00	/	SY	\$52,250
8	Construct Combination Curb & Gutter w/Tie Bar Reinforcement, in place	0	LF	\$32.00	/	LF	\$0.00
9	Construct PCC Curb Ramp, in place (2 EA)	0	SF	\$15.00	/	SF	\$0.00
10	Construct Detectable Warning Inserts, in place	24	SF	\$30.00	/	SF	\$0.00
11*	Adjust Manhole to Grade	24	EA	\$750.00		EA	\$0,00
				Total Base Bid			\$1,199,750
Additional Unit Pricing							
12	Remove and Replace Curb Inlet Top, in place	55	EA	\$4,200.00	/	EA	\$231,000.00
13	Remove and Replace Curb Inlet Box, in place	5	EA	\$9,000.00	/	EA	\$45,000.00
14	Remove and Replace Grate Inlet Top, in place	0	EA	\$4,000.00	/	EA	\$0.00
15	Remove and Replace Grate Inlet Box, in place	0	EA	\$4,500.00	/	EA	\$0.00
16	Convert Curb Inlet to Saddle Creek Grate Inlet, in place	0	EA	\$5,000.00	/	EA	\$0.00
17	Remove Existing Pavement Stripping	0	LF	\$3.00	/	LF	\$0.00
18	24" Wide Preformed Plastic Crosswalk Stripping (Grooved in P.C.C. Pavement), in place	0	LF	\$31.50	/	LF	\$0.00
19	12" Wide Preformed Plastic Stop bars (Grooved in P.C.C. Pavement), in place	0	LF	\$13.00	/	LF	\$0.00
20	4" Wide White Permanent Paint Striping (Grooved in P.C.C. Pavement), in place	0	LF	\$6.00	/	LF	\$0.00
21	PCC Trail Removal	0	SF	\$2.35	/	SF	\$0.00
22	Sod, in place	0	SF	\$9.50	/	SF	\$0.00
23	Permanent "Super Turf 2" Seeding with Erosion control Blanket (N.A.G. S75 or approved equal), in place	0	SY	\$2.50	/	SY	\$0.00
24	Curb & Gutter Removal	0	LF	\$15.00	/	LF	\$0.00
25	Construct Segmental Block Retaining Wall, in place	0	SF	\$45.00	/	SF	\$0.00
26	Construct Black Vinyl Coated Chain Link Fence, in place	0	LF	\$100.00	/	LF	\$0.00
27	Remove and Relocate Existing Sign, in place	0	EA	\$200.00	/	EA	\$0.00
28	Remove Existing Tree 6" to 12"	0	EA	\$500.00	/	EA	\$0.00
29	Remove Existing Tree 12" to 24"	0	EA	\$1,000.00	/	EA	\$0.00
30	Provide, Install, Maintain & Remove Silt Fence, in place	0	LF	\$5.00	/	LF	\$0.00
31	Install, Maintain and Remove Stabilized Construction Entrance	0	EA	\$50.00	/	EA	\$0.00
32	Route and Tar Seal Crack, in place	0	LF	\$5.00	/	LF	\$0.00
33	Tar Seal Joint, in place	0	LF	\$4.00	/	LF	\$0.00
34	8" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$87.00	/	SY	\$0.00

35	9" Uniform Thickness High-Early PCC Paving Repair, Broom Finish, w/Matching Integral Curb, Dowel and Tie Bars Grouted , in place	0	SY	\$92.00	/	SY	\$0.00
36	7" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	0	SY	\$79.00	/	SY	\$0.00
37	9" Uniform Thickness PCC Paving w/Type "A" Integral Curb , in place	0	SY	\$80.00	/	SY	\$0.00
38	6" Uniform Thickness Stamped PCC Paving w/brick pattern, in place	0	SY	\$75.00	/	SY	\$0.00
39	6" Uniform Thickness PCC Paving, L6 Mix, in place	1520	SY	\$82.00	/	SY	\$124,640.00
40	Remove and Replace Unstable subgrade (Recycle PCC), if required	0	TONS	\$25.00	/	TONS	\$0.00

*** Bid Item No. 11 – Adjust Manhole to Grade, was adjusted to \$750.00 per EA per Contractor Change Order Number 1 dated May 17, 2023.**

These “On-call” services shall be provided by the contractor for a period of **One (1) year following the execution date of this contract.**

This 2024 On-Call City Wide Paving Repairs contract may be extended on an annual basis for up to five (5) years if mutually agreed to in writing by both the Contractor, and owner, City of La Vista Public Works. Each annual extension will include a revised proposal which will be utilized to negotiate unit pricing. Negotiations will determine increase/decrease in unit quantity and pricing based on national inflation average, increase in labor rates, equipment costs and fluctuation in material pricing. Extension will be agreed upon no later than January 1st of the next calendar year to allow for pricing to be secured.

Contractor shall also furnish all bonds and insurance certificates and pay all permit fees and any other charges levied or required by any governmental authority exercising control over this project.

Progress payments shall be paid following City Council approval on or about the first and third Tuesday of each month, the Owner will pay the Contractor **ninety (90) percent** of the value of the work completed as of the end of the preceding payment period, as certified by the Engineer. The balance will be paid upon final completion of the work and formal acceptance by the Owner and Engineer.

Contractor must furnish a **one-hundred (100) percent** Contract Performance Bond and a **one-hundred (100) percent** Labor and Material Payment Bond (including **two (2) year** Maintenance Guarantee) in accordance with the General Conditions of the Contract. Contractor must also furnish a Certificate of Insurance for Worker's Compensation and Public Liability Insurance and Auto Insurance in the manner and with minimum limits as set forth in the General Conditions of the Contract.

Contract is let subject to the following conditions:

Contractor agrees to commence Target Area and General Repair work within ten (10) calendar days of written request by the City Engineer. Work shall be completed within a mutually acceptable sequence and schedule as determine by the City Engineer or as defined by the special provisions.

These "On-call" services shall be provided by the contractor for a period of twelve (12) calendar months following the execution date of this contract. As time is of the essence, for each **calendar** day that any work shall remain uncompleted after the above specified completion date, the Contractor shall pay to the Owner the sum of **five hundred dollars (\$500)** per **calendar** day, not as a penalty, but as predetermined and agreed liquidated damages.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of La Vista, NDOR or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of La Vista, NDOR or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of La Vista shall impose such contract sanctions as it, NDOR or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as the City of La Vista, NDOR or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of La Vista to enter into such litigation to protect the interests of the City of La Vista and, in addition, the contractor may request the State of Nebraska or the United States to enter into such litigation to protect the interests of the United States.

EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER_____ CONTRACTOR_____
ATTEST_____ ATTEST_____