

ITEM F

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
AUGUST 5, 2014 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
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 #2 at the Sports Complex in an amount not exceed \$5,584.00.

**FISCAL IMPACT**

The FY 2013/14 Sports Complex Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval

**BACKGROUND**

The backstop on field #2 at the Sports Complex is becoming structurally deficient and poses a potential safety risk in the near future. The backstop was originally installed 24-years ago. General wear and tear has necessitated its replacement. Park Superintendent Brian Lukasiewicz solicited bids and recommends Elkhorn Fence Company as the low compliant bidder.

Elkhorn Fence Company	\$5,584.00
American Fence Company	\$7,127.56
S & W Fence Company	\$5,865.00

**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 FOR THE REPLACEMENT OF THE BACKSTOP ON FIELD #2 AT THE SPORTS COMPLEX IN AN AMOUNT NOT TO EXCEED \$5,584.00

WHEREAS, the City Council of the City of La Vista has determined that replacement of the backstop on field #2 at the Sports Complex is necessary; and

WHEREAS, the FY 2013/14 Sports Complex Budget will provide 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 Elkhorn Fence Company, Elkhorn, Nebraska for the replacement of the backstop on field #2 at the Sports Complex in an amount not to exceed \$5,584.00

PASSED AND APPROVED THIS 5TH DAY OF AUGUST 2014.

**CITY OF LA VISTA**

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**Douglas Kindig, Mayor**

ATTEST:

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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  
(Field #2)

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

**Specifications:**

**\$ 5,584.00 + \$ 163.00 tax on materials if applicable**

- Materials and layout to match backstop to the West.
- 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.)
- (2) 3'wide x 6' tall single swing gates hung between the backstop and sideline fences included.

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



Commercial • Residential • Ornamental Iron • Vinyl • Wood  
15803 Pacific St. • Omaha, NE 68118  
(402) 333-5722 • Fax (402) 333-5782

## ESTIMATE AND PROPOSAL FOR FENCING INSTALLATION

July 14, 2014

La Vista Public Works Dept.  
9900 Portal Road  
La Vista, NE 68128

Attn: Brian Lukasiewicz

Phone: 402-331-1109

Fax: 402-331-1051

Cell: 402-657-2789

Email: blukasiewicz@cityoflavista.org

Job: La Vista Sports Complex – Field 2 Backstop Replacement

**Base Bid:**

Remove the existing 120" tall backstop with a hood and three (3) rows of wood on the bottom 20'. Furnish and install 44' of 120" tall galvanized chain link fence backstop with top rail, middle rail, bottom rail and a hood. Materials will match field # 3 with 6 gauge wire on the 20' directly behind home plate only.

Material & Labor \$4,945.00

Tax Included

**Alternate 1:**

Same as above but add three (3) rows of wood on the bottom 20' directly behind home plate only.

Additional \$420.00

**Alternate 2:**

Same as above but add two (2) 3' single swing gates.

Additional \$500.00

**Exclusions**

\*Permit by owner if needed.

\*No asphalt, concrete or core holes included.

\*Bottom wood and gates are not included on base bid.

\*Removal and replacing of the timbers at the bottom of the fence is not included.

\*This price quote is valid for thirty (30) days.

\*Balance due upon completion of project.

Monthly Progress Payments Net 10 days of invoice date.

**TERMS:** Entire balance of payment due on completion of job unless prior arrangement is made in writing above. Balances unpaid after 15 days from date of statement will incur a service charge of 1½% per month (18% per annum). All material is guaranteed to be as specified in the original bid unless otherwise modified by the customer and S & W Fence, Inc. All modification shall be in writing and shall be affixed to the original bid. All work to be completed in a workmanlike manner according to standard practices. Customer hereby assumes full responsibility for damage to any unmarked underground utility, telephone, T.V. cable or sprinkler systems. This agreement and any subsequent modification shall be contingent upon strikes, accidents, or delays beyond the control of S & W Fence, Inc. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance. Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

*TOTAL - 5,865.00*

Authorized Signature \_\_\_\_\_ Rod Pearson \_\_\_\_\_ Date 7/14/14 \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

*To authorize work, please sign and fax to S & W Fence.*

# AMERICAN FENCE COMPANY

15225 Industrial Road      1922 Delaware  
 Omaha, NE 68144      Des Moines, IA 50317  
 (402) 898-6722      (515) 265-6100  
 Fax (402) 898-0892      Fax (515) 265-6108

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

2205 E. Hwy. 30      27083 Morton Court  
 Grand Island, NE 68802      Sioux Falls, SD 57108  
 (308) 395-0793      (605) 368-9928  
 Fax (308) 395-3901      Fax (605) 371-1771

Date: 7/14/2014	Phone: 331-8927	Fax: 331-1051	Specification for Fencing	
Customer Name: City of LaVista	ATTN: Brian Lukasiewicz		Overall Length	Overall Height
Billing Address: 9900 Portal Road			40'	10' and 7'
Location of Job: LaVista Sports Complex			Wire Gauge	Dia. Corner/End Post
City: LaVista	State: NE	Zip: 68128	9 gauge galvanized	4"
Cell Phone:	E-Mail: blukasiewicz@cityoflavista.org		Dia. Line Post	Dia. Top Rail
Specifications: NONE	Addenda: NONE		4"	1-5/8"
Diagram		Walk Gates	Drive gates	
Remove existing backstop at field # 2.		None	None	

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 3 to 5 weeks lead time for 6 gauge fabric.

No netting, netting removal, gates, grading, backstop boards, or paint included.

Note: Existing netting and signs will require removal and Installation; no removal or installation included by American Fence Company. Netting and sign removal to be performed prior to American Fence Company arrival.

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 3 each 2" x 12" x 20' #2 better lumber at backstop; no paint or primer included. No wing boards included. Please add: \$749.75.

**Line Item:** Furnish and install 2 each 32" wide x 72" tall single swing gates with fork latch. Please add: \$523.91.

**Note:** Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.

**Please call Chris Kudlacz at 402-816-6856 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 customer's 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 unprecedeted 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:

Authorized Signature: Chris Kudlacz

Customer/Contractor Signature: \_\_\_\_\_

**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.

Date: 7/14/2014

**\$7,127.56** No tax included.

Date: \_\_\_\_\_