
AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Jason Crum, Parks and Recreation Director *Jc*
DATE: February 28, 2024
SUBJECT: Bid Consideration – Aquatics Center

The Aquatics Committee and staff worked closely with our consultant, Waters Edge Aquatics Design to deliver the final concept to the City Council for consideration in October 2023. I would like to again acknowledge the time and effort of the volunteers who served on that committee. Since City Council approval, staff continued to work with the consultant to arrive at a final plan set for bid.

A request for bids was published in the January 24, 2024, issue of the Leavenworth Times for the Aquatics Center project. A pre bid meeting was held on January 31 at City Hall and on the construction site. Bids were due and opened on March 15th. Six bids were received. Attached is a letter of recommendation from our consultant, Waters Edge Aquatics Design. Included in the letter is the bid tabulation, contractors' qualification statements and bid bond. The bids came in under the consultants' estimates and as such, staff is recommending accepting the base bid and all alternates from Royal Construction Services for a total of \$6,266,000.00. A representative from the design team will be in attendance to answer any questions.

In addition to the aquatics center construction, the city will pay directly for utility connections as needed.

Policy Consideration: N/A

Financial Consideration:

This project will be funded by the issuance of 2024-B General Obligation Bonds.

Action:

Staff recommends a motion to authorize the Mayor to execute a contract with Royal Construction Services for a total of \$6,266,000.00 for the construction of the Lansing Aquatics Center.



February 28, 2024

VIA E-MAIL: JCRUM@LANSINGKS.ORG

Mr. Jason Crum
Parks and Recreation Director
City of Lansing, Kansas

Re: Bid Recommendation
New Aquatic Center
Lansing, Kansas
WEAD Project No. 22-548

Dear Mr. Crum:

As you are aware, bids for the Lansing Aquatic Center were received February 15. Bids were received from 6 bidders. Copies of the Bid Tabulation and the low bidder's submittal are attached for your records.

The apparent low bidder was determined to be Royal Construction Services. Following is a summation of their bid:

Base Bid:	\$5,691,000-
Alternates (ADD):	
1. Splash Pad Construction	\$184,000-
2. Speed Slide Addition	\$82,000-
3. Family Slide Addition	\$147,000-
4. Alternate type fencing	\$132,000-
5. <u>Climbing Wall</u>	<u>\$30,000-</u>
Total with all Alternates:	\$6,266,000-

The bids are within the intended budget for construction of approximately \$8,000,000.

Royal provided a list of current and past projects. Royal has aquatic center experience and has completed multiple projects designed by Waters Edge Aquatic Design over the years. Our experience with Royal Construction has been positive.

Aquatics projects of note completed by Royal Construction and their staff includes

- Paola Family Pool Renovations
- Excelsior Springs Aquatics Center
- Harrisonville, Missouri Pool Improvements
- Roeland Park, Kansas Pool Improvements
- Carrollton, Missouri Aquatic Center
- Lansing, KS High School Pool (staff while with another company)
- Northview and CiCo Pools (staff while with another company)

We have asked Royal Construction to review their bid to ensure that all significant items are covered, and we met with them to go ask questions and review the bid. They are comfortable with their bid and believe that all items are covered within.

They will self-perform the swimming pool construction and have provided a list of intended subcontractors and suppliers.

Our recommendation would be for the City to enter into a Contract with Royal for the Base Bid amount and the additive alternates desired by the City.

Please contact me with any questions, I would be glad to discuss our conclusions with you. We look forward to working with you and the City staff throughout the construction phase.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Bartley". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Jeff Bartley, P.E.
Principal Engineer

Enclosures:

- 1) Bid Tabulation
- 2) Contractor's Bid Submittal
- 3) Contractor's Qualifications- Completed Projects and Projects in Progress



BID TABULATION

Project: Lansing Aquatic Center

Date: 2/15/2024 Time: 2:00 PM

Contractor:	Addm 1-4 Acknowledged	5% Bid Bond	Base Bid	Alt. #1 (Splash Pad)	Alt. #2 (Speed Slide)	Alt.#3 (Family Slide)	Alt.#4 (Alt Style Fence)	Alt#5 (Climbing Wall)
Sands Construction, LLC	x	x	\$6,960,000.00	\$315,000.00	\$133,000.00	\$130,000.00	\$50,000.00	\$32,000.00
Royal Constuction Services	x	x	\$5,691,000.00	\$184,000.00	\$82,000.00	\$147,000.00	\$132,000.00	\$30,000.00
CARROTHERS Construction Company,LLC	x	x	\$7,557,000.00	\$220,000.00	\$71,000.00	\$145,000.00	\$54,000.00	\$26,000.00
Centric Construction Group LLC	x	x	\$8,166,411.00	\$540,139.00	\$145,564.00	\$161,803.00	\$29,380.00	\$37,686.00
Crossland Construction Company INC	x	x	\$7,477,000.00	\$423,000.00	\$153,000.00	\$178,000.00	\$62,000.00	\$37,000.00
ICON Structures, LLC	x	x	\$7,814,000.00	\$69,000.00	\$161,000.00	\$184,000.00	\$50,000.00	\$38,000.00
Engineer's Estimate			\$8,200,000.00					

Contractors Qualification Statement

- 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

Project Name: Lenexa Justice Center
Owner: City of Lenexa, Kansas
Architect: Finkle-Williams, Inc.
Contract Amount: \$2,484,064.00
Percent Complete: 25%
Scheduled Completion Date: 07/16/2024

Project Name: MCC Blue River Campus Improvements, Phase II
Owner: Metropolitan Community College
Architect: BNIM Architects
Contract Amount: \$6,373,000.00
Percent Complete: 95%
Scheduled Completion Date: 03/01/2024

Project Name: Washburn Rural High School
Owner: Auburn – Washburn USD 437
Architect: HTK Architects
Contract Amount: \$531,686.00
Percent Complete: 5%
Scheduled Completion Date: 02/25/2025

Project Name: Independence SD Summer 2024
Owner: Independence School District
Architect: Hollis + Miller Architects
Contract Amount: \$3,346,140.00
Percent Complete: 5%
Scheduled Completion Date: 08/31/2024

Project Name: Paola Family Pool Renovations
Owner: City of Paola, Kansas
Architect: Landworks Studio, LLC.
Contract Amount: \$1,859,403.00
Percent Complete: 60%
Scheduled Completion Date: 05/20/2024

Contractors Qualification Statement

- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the names of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Project Name: Harrisonville Aquatics
Owner: City of Harrisonville
Architect: Waters Edge Aquatic Design
Contract Amount: \$1,019,200
Date of Completion: 05/24/2022
Percentage of Self Performed Work: 80%

Project Name: Roeland Park Pool Improvements
Owner: City of Roeland Park, Kansas
Architect: Waters Edge Aquatic Design
Contract Amount: \$1,594,755
Date of Completion: 04/23/2021
Percentage of Self Performed Work: 80%

Project Name: Carrollton Aquatic Center
Owner: Town of Carrollton
Architect: Waters Edge Aquatic Design
Contract Amount: \$2,813,505.00
Date of Completion: 07/01/2020
Percentage of Self Performed Work 80%

Project Name: Lansing High School Swimming Pool
Owner: Lansing School District
Architect: Waters Edge Aquatic Design
Contract Amount: \$1,500,000
Date of Completion: 08/11/2015
Percentage of Self Performed Work 90%

Project Name: Excelsior Springs Aquatics
Owner: City of Excelsior Springs
Architect: SFS Architecture, Inc.
Contract Amount: \$4,801,000.00
Date of Completion: 06/15/2023
Percentage of Self Performed Work: 80%

Contractors Qualification Statement

- 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the names of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

Project Name: Pleasant Hill Public Library
Owner: Cass County Public Library
Architect: Clark and Enerson
Contract Amount: \$3,622,000.00
Date of Completion: 07/31/2023
Percentage of Self Performed Work: 70%

Project Name: Elkhorn Elementary School FEMA Saferoom
Owner: Excelsior Springs School District 40
Architect: incite Design Studio, LLC.
Contract Amount: \$991,000.00
Date of Completion: 10/29/2021
Percentage of Self Performed Work: 20%

Project Name: Carrollton District Upgrades
Owner: Carrollton R-VII School District
Architect: incite Design Studio, LLC.
Contract Amount: \$2,171,445.00
Date of Completion: 08/07/2020
Percentage of Self Performed Work: 30%

Project Name: Archie R-V School District Admin Addition and Improvements
Owner: Archie R-V School District
Architect: incite design Studio
Contract Amount: \$1,223,000.00
Date of Completion: 07/29/2022
Percentage of Self Performed Work: 15%

Project Name: Longview High Technology Building Addition and Renovation
Owner: Metropolitan Community College
Architect: BNIM Architects
Contract Amount: \$1,502,800.00
Date of Completion: 07/21/2022
Percentage of Self Performed Work: 20%

SECTION 00 43 02

BID BOND

PARTICULARS

1.01 FORM OF BID BOND

- A. Form is based on EJCDC C-435 Bid Bond (Damages Form) Prepared by the Engineers Joint Contract Documents Committee.

1.02 BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Royal Construction Services, LLC
2017 West 104th Street
Leawood, KS 66206

SURETY (Name and Address of Principal Place of Business):

Hartford Fire Insurance Company
One Hartford Plaza,
Hartford, CT 06155

OWNER (Name and Address):

City of Lansing, Kansas
800 1st Terrace
Lansing, KS 66043

BID

Bid Due Date: 02/15/2024

Description (Project Name and Include Location):

New Aquatic Center
Lansing, KS 66043

BOND

Bond Number: 37BCSGM4034

Date (Not earlier than Bid due date): 02/15/2024

Penal sum:

In words: Five Percent of the Total Amount Bid

In figures: \$ (5%)

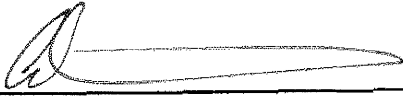
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative

Note: Below addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

BIDDER

Bidder's Name and Corporate Seal: Royal Construction Services, LLC

BY

Signature: 

Printed Name: Chris VanSickle

Title: Treasurer

Attest

Signature: 

Title: witness



SURETY

Surety's Name and Corporate Seal: Hartford Fire Insurance Company (Seal)

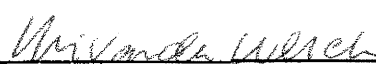
BY

Signature: 

Printed Name: Nicole M. Johnson

Title: Attorney-In-Fact

Attest

Signature: 

Title: Witness

BID BOND INFORMATION

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - a. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - b. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - c. Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION 00 43 02

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5836

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC
 Agency Code: 37-284958

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HH 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 15th, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President