

AGENDA ITEM

TO: Tim Vandall, City Administrator
FROM: Anthony J. Zell, Jr., Wastewater Utility Director 
DATE: November 13, 2023
SUBJECT: Bid Approval for McIntyre Sewer Interceptor Project (City Project 2021-04)

Three bids were opened on Monday November 6th, for the above referenced project. This project will extend the sewer from Gilman Road south to McIntyre Road. All necessary easements have been acquired.

Bid Results

Infrastructure Solutions	\$3,428,750.00
Legacy Underground	\$3,836,901.00
Linaweaver Construction, Inc.	\$2,995,003.00

The engineering estimate for this project was \$4,932,235. George Butler Associates, the design engineer, has reviewed the bids and found that Linaweaver Construction met the requirements of the bid, and is a qualified, competent contractor in the state of Kansas. A copy of the engineer's acceptance letter is attached. The project may begin within 14 days of contract approval, and the total contract time for final completion is 320 days. Construction observation services will be provided by Monarch Engineering under a separate contract.

Policy Consideration: N/A

Financial Consideration: Funds for this project will be paid with a combination of the Utility's reserves, the \$1.3M in grant funds from the BASE grant, and financing through the issuance of temporary notes.

Recommended Action: A motion to accept the bid from Linaweaver Construction for the construction of City Project 2021-04, in the amount of \$3,084,853 (**Base bid plus 5% construction contingency**), (Three million, eighty-four thousand, and eight hundred fifty-three dollars)

AGENDA ITEM



9801 Renner Boulevard,
Suite 300
Lenexa, KS 66219

November 10, 2023

Mr. Tony Zell
Wastewater Utility Director
City of Lansing
800 First Terrace
Lansing, Kansas 66043

RE: Recommendation of Award
City Project No. 21-04, McIntyre Sewer Extension

Dear Tony:

Please be advised that we have completed our review of the bid form submitted by Linaweaver Construction, Inc. for the McIntyre Sanitary Sewer Extension project. (Bid tab enclosed.) As of the bid opening on November 6, 2023, Linaweaver was the apparent low bidder.

Mr. Marcus Linaweaver was contacted on November 7, 2023, to discuss the bid that Linaweaver Construction, Inc. submitted for the referenced project. Mr. Linaweaver indicated that Linaweaver is comfortable with the amount shown on their bid. Linaweaver Construction also provided references for similar projects, a list of subcontractors, and a financial statement for review.

Based on the information provided and both GBA's and the City's experience with Linaweaver Construction, Inc. we can find no evidence that the company would not be able to perform Project 21-04 (McIntyre Sewer Extension) in a timely and efficient manner. Therefore, we recommend that Project No. 21-04 be awarded to Linaweaver Construction, Inc. with a base bid in the amount of \$2,995,003.00.

If you have any questions, please do not hesitate to call.

Sincerely,

GEORGE BUTLER ASSOCIATES, INC.

Nick Kleekamp, P.E.
Project Manager

Enclosures

cc: Marcus Linaweaver – Linaweaver Construction, Inc.
Colleen Connor, P.E. – GBA



AIA[®] Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Linaweaver Construction, Inc.
719 E. Gilman Rd
Lansing, KS 66043

OWNER:

(Name, legal status and address)

City of Lansing
800 First Terr
Lansing, KS 66043

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

McIntyre Sewer Extension

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
PO Box 14498
Des Moines, IA 50306-3498

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of November, 2023

[Signature]
(Witness)

[Signature] Secretary
(Witness)

[Signature]
(Principal) (Seal)

[Signature]
(Surety)

David S. Salavitch, Attorney in Fact
(Title)



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David S Salavitch; Joshua Caleb Roberts; Kacee McCrorey; Kathryn E Johnson; Luke P Sealer; Robert L Cox II; Rodney S Demaree

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."


In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 14th day of September, 2023.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 14th day of September 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 6th day of November, 2023.




Secretary

SECTION III

PROPOSAL

BID PROPOSAL

(Must either be typewritten or in ink; all others will be rejected)

November 6, 2023
CITY OF LANSING, KANSAS

To: Lansing City Council of the City of Lansing, Kansas

The undersigned bidder proposes to accomplish the **City of Lansing Project No. 21-04**, including any and all work and material that may be necessary to complete the same according to the plans and specifications on file in the City Clerk's office and the rules, ordinances and regulations of the City and statutes of Kansas governing contracts with cities for public work and under the direction and to the satisfaction of the Lansing City Council and City Engineer, at the following rates, to-wit:

Addenda:

The Bidder hereby acknowledges receipt and inclusion in the Bid Proposal the following addenda (number and date).

Addenda No. 1 Dated OCTOBER 13, 2023

Addenda No. 2 Dated OCTOBER 26, 2023

Addenda No. 3 Dated NOVEMBER 1, 2023

Addenda No. _____ Dated _____

Project Name – McIntyre Sewer Extension
Project Number – 21-04

SUMMARY OF QUANTITIES (Cont. on Next Page)

Bid Item #	Description	Units	Quantity	Unit Price	Total
1	Mobilization and Demobilization	LS	1	130,000.00	130,000.00
2	Clearing and Grubbing	LS	1	40,000.00	40,000.00
3	Testing	LS	1	12,500.00	12,500.00
4	Construction Staking	LS	1	15,000.00	15,000.00
5	Traffic Control	LS	1	2,500.00	2,500.00
6	By-Pass Pumping	LS	1	2,500.00	2,500.00
7	Standard 4' Manholes (up to 8' depth)	EA	29	8,500.00	246,500.00
8	Standard 5' Manholes (up to 8' depth)	EA	6	12,400.00	74,400.00
9	Standard 6' Manhole (up to 8' depth)	EA	1	15,000.00	15,000.00
10	4' Manhole (beyond 8' depth)	VF	240	125.00	30,000.00
11	5' Manhole (beyond 8' depth)	VF	55	125.00	6,875.00
12	6' Manhole (beyond 8' depth)	VF	10	125.00	1,250.00
13	8" PVC Sanitary Sewer (SDR 26)	LF	10	70.00	700.00
14	12" PVC Sanitary Sewer (SDR 26)	LF	1,807	100.00	180,700.00

Bid Item #	Description	Units	Quantity	Unit Price	Total
15	15" PVC Sanitary Sewer (SDR 26)	LF	245	160.00	39,200.00
16	18" PVC Sanitary Sewer (ASTM F679 PS115)	LF	3,581	155.00	555,055.00
17	21" PVC Sanitary Sewer (ASTM F679 PS115)	LF	607	130.00	78,910.00
18	30" PVC Sanitary Sewer (ASTM F679 PS115)	LF	1,177	225.00	264,825.00
19	12" PVC Sanitary Sewer (C900)	LF	400	135.00	54,000.00
20	18" PVC Sanitary Sewer (C905)	LF	300	130.00	39,000.00
21	20" PVC Sanitary Sewer (C905)	LF	755	125.00	94,375.00
22	18" DIP Sanitary Sewer (Class 53)	LF	50	180.00	9,000.00
23	20" DIP Sanitary Sewer (Class 55)	LF	107	310.00	33,170.00
24	20" Long-Span DIP (Restrained Joint Aerial Sewer Crossing)	LF	71	525.00	37,275.00
25	Aerial Sewer Crossing Supports	LS	1	65,000.00	65,000.00
26	36" Steel Casing w/ 21" PVC Carrier	LF	275	970.00	266,750.00
27	Impervious Ditch Check	CY	127	185.00	23,495.00
28	Trench & Backfill (8'-10')	LF	671	28.00	18,788.00
29	Trench & Backfill (10'-12')	LF	1,040	32.00	33,280.00
30	Trench & Backfill (12'-14')	LF	1,050	35.00	36,750.00
31	Trench & Backfill (14'-16')	LF	3,540	38.00	134,520.00
32	Trench & Backfill (16'-18')	LF	1,080	45.00	48,600.00
33	Trench & Backfill (18'-20')	LF	1,320	50.00	66,000.00
34	Erosion Control	LS	1	20,000.00	20,000.00
35	Stream Crossing #1	LS	1	35,000.00	35,000.00
36	Stream Crossing #2	LS	1	42,500.00	42,500.00
37	Stream Crossing #3	LS	1	32,700.00	32,700.00
38	Standard Stream Crossings (4)	LS	1	35,000.00	35,000.00
39	Temporary Seeding	AC	10	750.00	7,500.00
40	Permanent Seeding	AC	21	4,200.00	88,200.00
41	Pavement Repair	SY	53	145.00	7,685.00
42	Aggregate Driveway Repair	SY	50	15.00	750.00
43	AB3 Backfill	CY	80	50.00	4,000.00
44	Temporary Orange Safety Fencing	LF	2,500	4.50	11,250.00
45	Stream Relocation	LS	1	50,000.00	50,000.00
46	Connection to existing manhole	EA	1	4,500.00	4,500.00
	Total Project Cost (in figures)				2,995,003.00
	(in words)	TWO MILLION NINE HUNDRED NINETY-FIVE THOUSAND THREE DOLLARS AND ZERO CENTS			
	Company Name:	LEWNEAVER CONSTRUCTION, INC.			

BIDDER: LEWNEAVER CONSTRUCTION, INC


BY: MARCO LEWNEAVER 

LEWNEAVER CONSTRUCTION, INC HEREBY agrees that the City of Lansing has a right to reject any and all bids or parts thereof. The undersigned bidder herewith deposits with the City Clerk the sum of FIVE PERCENT OF BID (\$ 5% OF BID) Dollars (Certified check, cashier's check or acceptable bid bond) and makes this bid on the condition and

agreement that if said bidder shall fail to enter into a contract to do said work and file good and sufficient bonds as required by law on account of the work awarded to said bidder with the City Clerk within ten (10) working days after said work shall have been awarded to said bidder, that said deposit shall therefore be forfeited to the City of Lansing as and for liquidated damages by reason of such failure and that said award may be rescinded and contract awarded to the next lowest responsive bidder.

Substantial completion date to be 320 Calendar Days after the City has given "Notice to Proceed". Final Completion of the work shall be within 30 Calander Days after the date of Substantial Completion for a total Contract Time of **350 Calendar Days** to complete the work or liquidated damages shall be per Paragraph 58 of Section XI – General Conditions until project completion.

Project Name: McIntyre Sewer Extension
Project Number: 21-04

Bidder: <u>LINANEWER CONSTRUCTION, INC</u>	
FEIN: <u>48-1031056</u>	
Address: <u>719 E GILMAN RD, LANSENG, KS 66043</u>	
By: <u>MARCUS LINANEWER</u> 	Title: <u>VICE PRESIDENT</u>
Telephone No: <u>913-351-3474</u>	Fax No: <u>913-351-2749</u>
Email Address: <u>marcus@linanever.com</u>	

SECTION IV

**NON-COLLUSION
AFFIDAVIT**

NON- COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, say that he/she has not, nor has any other member, representative, or agent of the firm company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone such letting nor to prevent any person from bidding nor to include anyone to refrain for bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/ She further says that no person or persons, firms or corporation has; have to will receive directly, any rebate, fee gift, commission or thing of value on account of such of sale.

OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated this 6TH day of NOVEMBER, 2023

LEWISWEAVER CONSTRUCTION, INC.
(Name of Organization)

VICE PRESIDENT
(Title of person Signing)

[Signature]
(Signature)

ACKNOWLEDGEMENT

STATE OF Kansas)

)SS

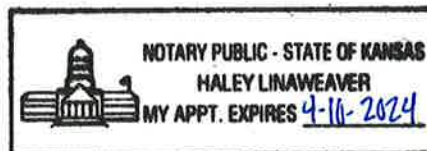
COUNTY OF Leavenworth)

Before me, a Notary Public, personally appeared the above name and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this 3rd day of November, 2023.

[Signature]
Notary Public Signature

My Commission Expires: 4-10-2024



LINAWEAVER CONSTRUCTION, INC.

719 E. GILMAN RD. LANSING KS 66043

PHONE (913) 351-3474 FAX (913) 351-2749

February 15, 2023

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of Linaweaver Construction, Inc. not to discriminate against any applicant for employment, or any employee because of age, color, sex, sexual orientation, gender identity, disability, national origin, race, religion, or veteran status.

Linaweaver Construction, Inc. will take affirmative action to ensure that the EEO Policy is implemented, with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, training, termination, transfer, upgrade, and working conditions.

Linaweaver Construction, Inc. will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is company policy and all employment decisions are based on individual merit only.

All current employees of Linaweaver Construction, Inc. are requested to encourage qualified disabled persons, minorities, special disabled veterans, and Vietnam Era veterans to apply for employment, on the job training or for union accommodations for qualified disabled individuals.

It is the policy of Linaweaver Construction, Inc. that all company activities, facilities, and job sites are non-segregated. Separate or single-user toilet and changing facilities are provided to assure privacy.

It is the policy of Linaweaver Construction, Inc. to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work. Any violation of the policy should be immediately reported to your supervisor or the company EEO Officer.

Ashley Linaweaver

Ashley Linaweaver
EEO Officer

Mark Linaweaver

Mark Linaweaver
President