

**CITY OF LA VISTA**  
**MAYOR AND CITY COUNCIL REPORT**  
**MARCH 21, 2023 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
AWARD OF CONTRACT – 2023 UBAS STREET MAINTENANCE PROJECT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared to award a contract to McAnany Construction Inc., 15320 Midland Drive, Shawnee, KS, 66217, for the installation of Ultra-Thin Bonded Asphalt System (UBAS) on select residential streets, for an amount not to exceed \$375,000.

**FISCAL IMPACT**

The FY23/FY24 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

In 2020, the City of Papillion solicited bids for pavement preservation work utilizing an Ultra-Thin Bonded Asphalt System (UBAS) and McAnany Construction was the only bidder. The contract Papillion has with McAnany has extensions of the contract for ten-years, allowing for negotiated and agreed upon increase/decrease in pay items based on national inflation averages. In 2022 McAnany Construction performed the first UBAS preservation work in Giles Corner for La Vista, and Public Works was extremely pleased with their performance and the corresponding results. McAnany Construction Inc has agreed to allow the City of La Vista to piggyback off the contract prices set with the City of Papillion for the 2023 construction season. The plan is for this work to take place in the Crestview Heights neighborhood between 72<sup>nd</sup> St. and 78<sup>th</sup> St.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AWARDING A CONTRACT TO MCANANY CONSTRUCTION INC, SHAWNEE, KS FOR THE 2023 ULTRA-THIN BONDED ASPHALT SYSTEM (UBAS) STREET MAINTENANCE PROJECT IN AN AMOUNT NOT TO EXCEED \$375,000.00.

WHEREAS, the City Council of the City of La Vista has determined street maintenance is necessary; and

WHEREAS, the FY23/FY24 Biennial budget provides funding for this project; and

WHEREAS, McAnany Construction Inc, Shawnee KS is the only company in the Midwest performing this work for residential street applications, 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 a contract to McAnany Construction Inc, Shawnee KS for the 2022 Ultra-Thin Bonded Asphalt System (UBAS) Street Maintenance, in an amount not to exceed \$375,000.00.

PASSED AND APPROVED THIS 21ST DAY OF MARCH 2023

CITY OF LA VISTA

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Douglas Kindig, Mayor

ATTEST:

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Pamela A. Buethe, MMC  
City Clerk

## CONTRACT

THIS AGREEMENT made and executed in quadruplicate, this 21st day of March 2023, by and between the City of La Vista, hereinafter referred to as "Owner" and McAnany Construction Inc., hereinafter referred to as "Contractor".

WITNESSETH:

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 the 2023 UBAS Street Maintenance Project in accordance with the aforesaid plans and specifications for the following unit prices:

	Description	Approx. Quantities		Unit Price		Amount
<b>Base Bid</b>						
1	Mobilization	1	LS	\$31,750	/	LS \$31,750
2	Macrotecture	32,000	SY	\$2.05	/	SY \$65,600
3	UBAS	32,000	SY	\$8.50	/	SY \$272,000
4	Traffic Control	1	LS	\$3,000	/	LS \$3,000.00
				<b>Total Base Bid</b>		<b>\$372,350</b>

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.

On or about the first and third Wednesday 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 that the work shall be completed within a mutually acceptable sequence and schedule as determined by the City Engineer. 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.

**This contract for the 2023 UBAS Street Maintenance services between City of La Vista Public Works and the Contractor may be extended on an annual basis for up to nine (9) years if mutually agreed to in writing by both the Contractor, and owner, City of La Vista Public Works. Each annual extension will allow for a negotiated and agreed upon increase/decrease in pay items 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 31st of the next calendar year to allow for pricing to be secured.**

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 above and beyond the bid procurement documents (Plans and Specification):

- (1) A fully dedicated crew will be provided to the City of La Vista and will work 4 to 5 days per week to complete all work identified by the City Engineer until the contracted amount of Base Bid items have been completed.
- (2) The Contractor's crew shall consist of at least five (5) staff and management personnel.
- (3) Traffic control will be provided to a level identified by the City Engineer which is considered safe and acceptable to everyone without argument or change order request.
- (4) Notice to neighbors affected by driveway restrictions will be solely a Contractor responsibility to coordinate and confirm with the City Engineer.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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, NDOT 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, NDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

(9) 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, NDOT 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.

(10) 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, NDOT 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.

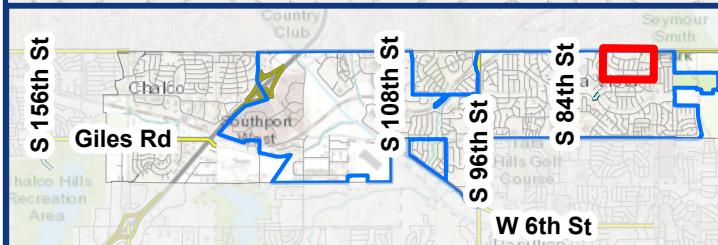
EXECUTED THE DAY AND YEAR FIRST ABOVE WRITTEN.

OWNER\_\_\_\_\_ CONTRACTOR\_\_\_\_\_

ATTEST\_\_\_\_\_ ATTEST\_\_\_\_\_



## CRESTVIEW HEIGHTS UBAS SITE MAP\*



### Legend

UBAS Street Improvement Area



\*Map not to scale

