

RESOLUTION NO. R-16-65

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH LINAWEAVER CONSTRUCTION, INCORPORATED, IN THE TOTAL AMOUNT NOT TO EXCEED \$5,355,338.75 FOR THE PLEASANT VALLEY ROAD IMPROVEMENTS – NORTH INDIANA AVENUE TO NORTH BRIGHTON AVENUE, PROJECT TP1411.

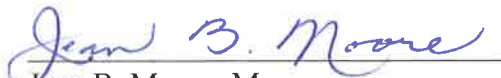
WHEREAS, seven proposals were received for the Pleasant Valley Road Improvements – North Indiana Avenue to North Brighton Avenue, Project TP1411, STP-3323(407) and the proposal of Linaweaver Construction, Incorporated, in the amount of \$5,355,338.75 has been determined by the Director of Public Works and City Engineer to be the lowest and best proposal.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:


THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute a contract with Linaweaver Construction, Incorporated upon concurrence from the Missouri Department of Transportation, for work as outlined in the contract for a total amount not to exceed \$5,355,338.75.

FURTHER, THAT funds for such purpose are authorized from the Transportation Sales Tax Fund, and reimbursement by Kansas City, Missouri and the Federal Highway Administration Surface Transportation Program.

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 24th DAY OF OCTOBER 2016.


Jean B. Moore, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk




***Department of Finance
Memorandum***

DATE: October 18, 2016

TO: Scott Wingerson, City Manager

THROUGH: Timothy A. Nebergall, PE; City Engineer; Director of Public Works

FROM: Glen Whitten, Construction Contracts Administrator 

RE: Project TP1411, STP-3323(407)
Pleasant Valley Road Improvements – N. Indiana Avenue to N. Brighton Avenue

Staff received the following bids for the referenced project, including Bid Alternate "A":

Linaweaver Construction, Inc.	\$5,355,338.75
VF Anderson Builders LLC	\$5,435,231.09
Amino Brothers Company, Inc.	\$5,802,689.60
Miles Excavating, Inc.	\$6,103,376.01
Pyramid Excavation & Construction, Inc.	\$6,178,098.75
Radmacher Brothers Excavating Co., Inc.	\$6,240,618.40
J.M. Fahey Construction Company	\$6,946,686.25

The Engineer's estimate, prepared by Walter P. Moore, was \$6,698,478.82.

This project involves roadway construction and improvements along NE 64th Street and N. Antioch Road from N. Indiana Avenue to NE 68th Terrace, the relocation of Pleasant Valley Road from N. Antioch Road to N. Brighton Avenue as recommended by the Pleasant Valley Road Improvements Study completed in 2004, and the construction of a roundabout. Bid Alternate "A" includes the resurfacing of NE 64th Street from N. Antioch Road to a new cul-de-sac located just west of the Big Shoal Cemetery. The project includes work within the City limits of Kansas City, MO.

Linaweaver Construction is a company based in Lansing, KS that has been in business for a total of 31 years. Linaweaver Construction has completed several projects for the City over the past few years. Staff is very pleased with their work and is looking forward to working with them again on this project.

Based on all available information, staff is recommending that this project be awarded to Linaweaver Construction, Inc. at the bid price of \$5,355,338.75, including Bid Alternate "A" at the next regularly scheduled City Council meeting. This award is recommended pending concurrence by the Missouri Department of Transportation.

Construction costs will be reimbursed by the Federal Highway Administration Surface Transportation Program (STP) to a maximum amount of \$3,825,000. The remaining required balance is budgeted in the Transportation Sales Tax fund. The cost of constructing work outside of the City limits will be fully reimbursed by Kansas City, MO.

If you have any questions or require additional information, please contact me at your convenience.

PART D - CONTRACT

State of Missouri

} ss:

County of Clay

THIS AGREEMENT AND INDENTURE made and entered into this, the 22nd day of November, 2016 by and between

The City of Gladstone

party of the first part, termed in this agreement and the specifications as the "OWNER", and

Linaweaver Construction, Inc. party of the second part, termed in this agreement and the specifications as the "CONTRACTOR".

WITNESSETH;

THAT, WHEREAS, The Owner has heretofore caused to be prepared certain Contract Documents comprising the Notice to Bidders, Instructions to Bidders, Proposal Form, Bond Forms, Contract Form, Regulations of the Contract and the Specifications and Plans for furnishing material and constructing improvements therein fully described, and the Contractor did, on the 18th day of October, 2016, file with the Owner a Proposal to furnish said materials and construct said improvements at the terms thereto fully stated and set forth; and

WHEREAS, the said Contract Documents and Proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material, construct the improvements, and pay not less than the "Prevailing Wages" called for by the said specifications and in the manner and time of furnishing and constructing same.

IT IS THEREFORE AGREED:

FIRST--That a copy of said Contract Documents and Proposal filed as aforesaid are a part hereof and that the same do in all particulars become the agreement and Contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Contract Documents and Proposal so filed; and further that the part or parts of the Proposal accepted and the compensation therefore are as follows:

For the unit prices as set forth in the attached Proposal, having an estimated total price of: \$5,355,338.75, Including Bid Alternate "A".

SECOND--The Contract Documents and Proposal hereto annexed are made a part of this Agreement and Contract as fully and absolutely as if herein set out in haec verba.

THIRD--This Contract is executed in quintuplicate, with distribution as specified in the Regulations of the Contract.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

ATTEST:

By:

Ruth E. Bocchino

Title: City Clerk

Approved as to form:

T. Chris Williams
T. Chris Williams, Attorney for the Owner

ATTEST:

By:

Secretary

Approved as to form:

By:

Attorney for the Contractor (Optional)

Owner City of Gladstone

By:

Scott Wingerson

Title: City Manager

Contractor

By:

LINAWEAVER CONSTRUCTION, INC.
719 East Gilman Road
Lansing, KS 66043

CORPORATE SEAL:

If Contractor is not an individual, authority for signing Contract must be shown or attached.