

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
APRIL 21, 2020 AGENDA**

Subject:	Type:	Submitted By:
HARRISON STREET BRIDGE RAIL REPAIR	◆ RESOLUTION ORDINANCE RECEIVE/FILE	PAT DOWSE CITY ENGINEER

SYNOPSIS

A resolution has been prepared to execute a construction contract with JMN Construction, LLC of Valley, Nebraska for the repair of the reinforced concrete bridge rail on Bridge No. U138300205P, Harrison Street at Papillion Creek, in an amount not to exceed \$27,420.00.

FISCAL IMPACT

FY19/20 Biennial Budget will fund the project if insurance claims are unsuccessful

RECOMMENDATION

Approval

BACKGROUND

Public Works received one (1) informal bid from JMN Construction, LLC of Valley, Nebraska, to repair the reinforced concrete bridge rail that was damaged in February due to a motor vehicle crash. The guardrail in the vicinity of the bridge rail was impacted by the errant vehicle, which damaged the thrie beam (guardrail) to bridge rail connection at the southwest bridge approach. A short section of the bridge rail will need to be removed and replaced in order to reestablish the above-mentioned connection. JMN is anticipating beginning work on or about Monday, April 27, 2020 (weather permitting), and expects to complete the work within the 15 working day contract provision.

RESOLUTION NO.

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A CONTRACT WITH JMN CONSTRUCTION, LLC, VALLEY, NEBRASKA FOR CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$27,420.00.

WHEREAS, the Mayor and City Council have determined that construction services for the repair of the Harrison Street Bridge at Papillion Creek are necessary; and

WHEREAS, the FY19/20 Biennial Budget provides funding for the proposed services;

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, that a contract, in a form satisfactory to the City Administrator and City Attorney, be authorized with JMN Construction, LLC, Valley, Nebraska for the construction services in an amount not to exceed \$27,420.00.

PASSED AND APPROVED THIS 21ST DAY OF APRIL 2020.

CITY OF LA VISTA

ATTEST:

Douglas Kindig, Mayor

Pamela A. Buethe, CMC
City Clerk

C O N T R A C T

THIS AGREEMENT made and entered into in triplicate, this 7th day of April, 2020, by and between the CITY OF LA VISTA, NEBRASKA, hereinafter referred to as "Owner" and JMN Construction, LLC, hereinafter referred to as "Contractor".

WITNESSETH:

Whereas, the Contractor did on April 02, 2020, submit to the Owner the lowest proposal for all items on the plans and specifications prepared by the Owner entitled "Plans and Specifications for BRIDGE NO. U138300205P, HARRISON STREET AT PAPILLION CREEK, BRIDGE RAIL REPAIRS, CITY OF LA VISTA, NEBRASKA" and for all work incidental or necessary thereto.

This contract, including the Request for Proposal inviting contractors to bid, the instructions to bidders, the proposal form, all applicable laws governing the Owner's authority to contract, and the general detailed plans and specifications, contains the entire agreement between the Owner and Contractor, and there are no other written or oral promises, agreements, or warrants which may affect it, except as previously noted herein. This Contract cannot be amended except by written agreement of both parties. Notice to the parties shall be given in writing to the agents for each party named below:

Owner:	City of La Vista	Contractor:	JMN Construction, LLC
	8116 Park View Boulevard		314 West Reichmuth Road
	La Vista, Nebraska 68128		Valley, NE 68064
	Attn: Pat Dowse		Attn: Jim Machreimer

In consideration of the following mutual agreements and covenants to be kept by each party, Contractor agrees to furnish all material, labor, tools, expendable equipment, permits required and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all of the Work required in accordance with the Plans and Specifications for a lump sum price of:

TOTAL CONTRACT - BASE BID AND ALTERNATE \$ 27,420.00

This price includes the following items:

BASE BID

1. Preparation of Bridge (NDOT BID ITEM NO. 6030.05)
2. Mobilization (NDOT BID ITEM NO. 0030.00)
3. Concrete for Pavement Approaches, Class 47BD-4000 (NDOT BID ITEM NO. 3050.15)
4. Epoxy Reinforcing Steel for Pavement Approaches (NDOT BID ITEM NO. 3051.10)

ALTERNATE BID

- A1. Provide Temporary Traffic Control (CITY OF OMAHA BID ITEM NO. 906.200)

Contractor shall also furnish all bonds required and pay all permit fees, and any other charges levied or required by any governmental authority exercising control over this project, except that the City of La Vista building permit fee will be waived.

Once each month, the Owner will pay the Contractor 90% of the value of the work completed as of the end of the preceding month, as certified by the Owner's Engineer. If the Work has been 50 percent completed as determined by the Engineer, and if the character and progress of the Work have been satisfactory to the Owner and Engineer, then the retainage will be reduced to 5% of the work completed. The balance will be paid by the Owner upon completion of the work and approval of the Owner's Engineer and acceptance by the Owner.

The Contractor shall furnish a written two (2) year material and labor warranty for the work installed under this 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 Specifications.

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 employment practices and the selection and retention of subcontractors, including procurements of materials and leases of equipment.

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by the Neb. Rev. Stat. 4-108

Contract is let subject to the following conditions:

Contractor agrees to commence work within seven (7) days after receiving written notification from the Owner to proceed, and to complete all work no later 15 working days after Notice to Proceed. 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 \$500.00 per calendar day, not as a penalty, but as predetermined and agreed liquidated damages.

EXECUTED the day and year first above written.

CITY OF LA VISTA, NEBRASKA

JMN CONSTRUCTION, LLC

MAYOR

BY

TITLE

CLERK

ATTEST

Robert M. Harrison *Owner* *4/7/2020*
[Signature]

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/08/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSPRO Insurance, Inc. 12329 Southport Parkway Ste 100 LaVista, NE 68128 402 333-5700	CONTACT NAME: Marcia Fidler	
	PHONE (A/C, No, Ext): 402 333-5700	FAX (A/C, No): 402 333-0633
	E-MAIL ADDRESS: mfidler@insproins.com	
INSURED JMN Construction LLC 314 W Reichmuth Rd Valley, NE 68064	INSURER(S) AFFORDING COVERAGE	
	INSURER A : BITCO General Insurance Corp	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
		NAIC # 20109

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	CLP3675769	01/01/2020	01/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	CAP3675770	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000	X		CUP2815599	01/01/2020	01/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC3675767	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Pollution			CLP3675769	01/01/2020	01/01/2021	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Bridge No. U138300205P, Harrison Street at Papillion Creek, Bridge Rail Repairs, City of La Vista, NE

CERTIFICATE HOLDER

CANCELLATION

City of La Vista, Nebraska
8116 Park View Blvd
LaVista, NE 68128

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Neil Trout

© 1988-2015 ACORD CORPORATION. All rights reserved.