CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	**June 28, 2016**	
RESOLUTION OR ORDINANCE NUMBER	R-16-79	
AGENDA TITLE	**City Hall Window Replacement Contract**	
REQUESTING DEPARTMENT	**Administration**	
PRESENTER	**Dennis Jacobs, City Planner**	
FISCAL INFORMATION	Cost as recommended:	$323,500.00
	Budget Line Item:	520-5-355-805
	Balance Available	$3,000,000.00
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	Implementation of the City Hall Window Replacement Contract	
BACKGROUND	Mill Valley Construction, Inc., Shawnee Mission, Kansas, is the low bidder on the above referenced project. There were six bidders, ranging in price from $323,500. to $1,121,916. The low bidder provided a Bid Bond and requested background information. The next low bidder was at $345,500. This contract covers the removal and disposing of the existing windows, furnishing and installation of the new windows that match the appearance and have similar operation to the original windows, and resealing the perimeters of the existing window openings.	

SPECIAL NOTES	The window detail information, plus requested additional drawings and brand-specific technical data have been submitted to the Kansas State Historical Preservation Office (SHPO) for review and approval. Tentative approval has been given.
ANALYSIS	The low bid, plus the accepted alternate, is considered the lowest and best bid. The construction company has a history of working on historic building renovations, and the window manufacturer submitted previous historic building installations of his product. The window manufacturer is a Kansas company, located in Fort Scott.
PUBLIC INFORMATION PROCESS	Presentation to the City Commission for review and approval or disapproval in public meeting.
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Staff recommends approval of the construction contract as a necessary step in the process of mold removal and stabilization of the building prior to interior renovation.
REFERENCE DOCUMENTS ATTACHED	AIA A 101, Standard Form of Agreement; Mill Valley Construction Bid; Bid Tabulation results; Win-Vent window information

RESOLUTION NO. R-16-79

A RESOLUTION TO EXECUTE AN AGREEMENT WITH MILL VALLEY CONSTRUCTION, INC., TO REMOVE AND REPLACE THE EXTERIOR WINDOWS OF THE MUNICIPAL BUILDING.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas that the Mayor be and is hereby authorized to enter into an agreement with Mill Valley Construction, Inc., to remove and replace the exterior windows of the Municipal Building at a cost not to exceed $323,500.

ADOPTED THIS 28th DAY OF June, 2016.

_____
Craig C. Powell, Mayor

ATTEST:

_____
Cindy Price, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Paul Kritz, City Attorney

Coffeyville Engineering

102 W. 7th St. • P.O. Box 1629 • (620) 252-6127
Coffeyville, Kansas 67337-0949
www.coffeyville.com

City Hall Window Replacement
Bid List
02/19/2016

Window Brand	Contractor	Location	Bond	Base Bid	Alt. Bid
Manko	Western Services	TX	Yes	$342,200.00	$92,813.00
Winvent	Wilson Group	MO	Yes	$340,334.00	$62,272.00
Winvent	Mill Valley Construction	KS	Yes	$274,500.00	$49,000.00
Manko	Graham Construction (Coffeyville)	KS	Yes	$427,961.67	$71,790.00
Manko	Architectural Fabricators	OK	Yes	$1,017,440.00	$104,416.00
Peerless Products	Decker Construction (Coffeyville)	KS	Yes	$298,500.00	$47,000.00

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the First day of April
in the year 2016
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Board of Commissioners
The City of Coffeyville, Kansas
102 West Seventh Street
Coffeyville, Kansas 67337

and the Contractor:
(Name, legal status, address and other information)

Mill Valley Construction, Inc.
PO Box 14186
Shawnee Mission, Kansas 66285

for the following Project:
(Name, location and detailed description)

Exterior Window Replacement Project
Municipal Building
102 West 7th Street
Coffeyville, Kansas 67337
The project shall include the furnishing of all labor, materials, equipment, haulage services and incidentials necessary to remove and replace the exterior windows of the Municipal Building of the City of Coffeyville, Kansas, furnishing all General Construction and sub-contract construction in accordance with the Contract Documents.

The Architect:
(Name, legal status, address and other information)

The City of Coffeyville, Engineering Department

The Owner and Contractor agree as follows.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The Date of Commencement shall be fixed by a written Notice To Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

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§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
(180) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)
The Undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of Two Hundred Fifty Dollars for each day thereafter, Sundays and legal holidays excluded, that the Contract remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure to complete the work.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred Seventy-Four Thousand Five Hundred Dollars ($ 274,500.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)
Alternate No. 1: Add integral blinds between glazing sections for all windows. Add Forty-NineThousand Dollars ($49,000.00).

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Allowance No. 1: Purchase and installation of a drive through teller window, selected by the Owner	Twenty Thousand Dollars ($20,000.00)
Allowance No. 2: Purchase and installation of a pass through night depository safe and chute, selected by the Owner.	Ten Thousand Dollars ($10,000.00)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Applications for Payment shall be received by the 25th day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25 th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than twenty-one (21) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

At the acceptance of Substantial Completion the retainage may be reduced by the Owner to Five percent (5.0) of the Contract Amount.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

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ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

Mr. Kendal Francis, City Manager
PO Box 1629
11 East 2nd Street
Coffeyville, Kansas 67337
620-252-6163

§ 8.4 The Contractor's representative:
(Name, address and other information)

Mr. Randall Fruits, President
Mill Valley Construction, Inc.
PO Box 14186
16510 West 119th Street
Shawnee Mission, Kansas 66285

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Executed			
Proposal	Proposal	7/31/15	3
Bonds	Bonds	"	1

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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
See Attached List			

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
–	Original Blueprint Elevations	N/A
–	South Elevation (Recess not shown)	
–	East Elevation	
–	North Elevation	
–	West Elevation	

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

Executed Bond Forms

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Signed Notice To Proceed

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ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of Insurance or Bond	Limit of Liability or Bond Amount ($0.00)
Bid Bond	5% of Bid Amount
Performance Bond	100% of Contract Amount
Statutory Bond	100% of Contract Amount

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This Agreement entered into as of the day and year first written above.

The City of Coffeyville, Kansas

OWNER *(Signature)*

Craig C. Powell, Mayor
(Printed name and title)

Mill Valley Construction, Inc.

Randall Fruits

CONTRACTOR *(Signature)*

Randall Fruits - President
(Printed name and title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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SECTION 00500

PROPOSAL

GENERAL CONTRACT FOR CONSTRUCTION

RECEIVED
FEB 19 2016
CITY CLERK

Date 2/19/2016
City Commissioners
City of Coffeyville, Kansas
11 East Second Street
Coffeyville, Kansas 67337

COMMISSIONERS:

Having carefully examined the plans and specifications for the **Exterior Window Replacement Project** for the Municipal Building for the City Commissioners, City of Coffeyville, Montgomery County, Kansas, hereinafter referred to as "Owner"; as prepared by the Engineering Department, City Hall, 11 East Second Street, Coffeyville, Kansas; and having visited the site of the proposed work and familiarized ourselves with all the factors affecting the cost of construction:

In compliance with your Invitation To Bid, the Undersigned proposes to furnish all labor, materials, equipment, haulage services and incidentals necessary to remove and replace the exterior windows of the Municipal Building City of Coffeyville, Kansas, furnishing all General Construction, and sub-contract construction, etc., in accordance with the General Contract Documents at the prices stated below:

I/We acknowledge receipt of the following Addenda:

Addendum No._____ Dated_____
Addendum No_____ Dated_____
Addendum No._____ Dated_____
Addendum No_____ Dated_____

BASE PROPOSAL: The Undersigned agrees to perform all work as indicated on the drawings and described in the specifications and Addenda thereto, for the General Contract for this work, for the sum of:

Two Hundred Seventy Four Thousand Five Hundred Dollars ($ 274,500).

THIS BASE PROPOSAL IS BASED UPON THE REPLACEMENT WINDOW AS MANUFACTURED BY:

Win-Vent 5-800 Fixed over Project-out
(Name of window product included in Base Bid)

816-223-5258

ALTERNATE PRICES: For the alternates as described in the specifications, Section 01100, and/or drawings, the Undersigned agrees to add or deduct the following amounts to or from the Base Proposal Sum as items:

Alternate No. 1: Add integral blinds between glazing sections for all windows.

Add forty nine thousand & 00/100

+ ($ 49,000).

Alternate No. 2: Add by Addendum as necessary.

Add _____

+ ($ _____).

Alternate No. 2: Subtract by Addendum as necessary.

Deduct _____

- ($ _____).

TIME OF COMPLETION: The Undersigned agrees, if awarded the Contract, to complete it within 180 calendar days after execution of such Contract, the Undersigned further agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of Two Hundred-Fifty Dollars ($250.00) for each day thereafter, Sundays and legal holidays excluded, that the Contract remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Undersigned to complete the work at the time stipulated, and this amount is not to be construed as in any sense a penalty. The Owner advises that the Contract Time listed will be a significant factor in the selection of the best proposal for this project.

CONTRACT: If he be notified of the acceptance of this proposal within thirty (30) calendar days of the time set for opening of proposals, the Undersigned agrees to execute a contract for the above work for the above stated compensation in the form of the Standard Form of Agreement Between Contractor and Owner for construction of buildings, Document No. A101, as issued by the American Institute of Architects, current edition, within seven (7) calendar days of the receipt of such notification.

CONTRACT SECURITY: The Undersigned agrees, if awarded the Contract, to execute and deliver to the Owner within seven (7) calendar days after signing the Contract, Performance, Statutory, and Labor and Materials Payment Bonds (Form A312 as issued by the American Institute of Architects, or equal) in amounts equal to 100% of the Contract Sum. The Undersigned further agrees that the proposal security, in the amount of not less than five percent (5%) of the amount of the Base Proposal, payable to the Owner, as herein specified, accompanying this proposal, is left in escrow with the City Clerk, that its amount is the measure of liquidated damages which the Owner will sustain by failure of the Undersigned to execute the above named Contract and Bonds, and that if the Undersigned defaults in executing the Contract, or furnishing to stated Bonds within the time limit set forth above, this proposal security shall become the property of the Owner.

TAXES: This Project shall be sales tax exempt in accordance with Kansas Statute 79-3606-(d). The tax exemption number shall be furnished to the Contractor upon letting of Contracts. Contractor shall include in his bid Social Security taxes, State Unemployment Compensation Insurance, and all other taxes of like nature not specifically exempted.

DECLARATION: The Undersigned hereby declares that he has carefully examined the Project Manual, the specifications, has visited the actual location of the work, has consulted his sources of supply, has satisfied himself as to all quantities and conditions, and understands that in signing this proposal, he waives all right to plead any misunderstanding regarding the same.

The Undersigned understands that his competence and responsibility and that of his proposed subcontractors, time of completion, as well as any other factors of interest to the Owner will be a consideration in making the award. The Owner reserves the right to reject any or all proposals, to accept or reject alternate proposals and unit prices, and to waive technicalities concerning the proposals received as it may be in his interest to do so.

Mill Valley Construction, Inc
(Name of Proposer)

PO Box 14186
Shawnee Mission, Ks 66285
(Address of Proposer)

BY: Randall D. Smith
(Authorized Officer)

President
(Title)

(Seal if Proposal is by a corporation.)

Dennis Jacobs

From: Jason Gorman <jason@gormansales.net>
Sent: Wednesday, January 27, 2016 9:55 AM
To: Dennis Jacobs
Subject: FW: WinVent 500 series Window Pics

Dennis,

Below are pics from a few Jobs we have done using our 500 Series window.

Moberly, MO Municipal Building

Kansas City, MO City Market

Gorman Architectural Products

"Serving the Fenestration Industry"

Jason Gorman

404 Lees Circle Drive

Pittsburg, Kansas Pittsburg State University

glass
Your online industry resource

Library renovation with historic windows earns LEED

November 22, 2009

COMMERCIAL, FABRICATION : SNAPSHOTS: GREAT GLAZING

The basics: In May 2009, renovation was completed on Pittsburg (Kan.) State University's Porter Hall, the original student library. Historical window systems were used to recreate the appearance of the original steel windows while featuring a thermally improved frame and insulating glass. The project received a Leadership in Energy and Environmental Design remodel certification from the U.S. Green Building Council. An interior trim system and extended exterior leg were used for exterior installation to protect the building interior.