

MEMORANDUM

June 23, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager
Tom Moran, P.E., Public Works Director

FROM: Sarah B. Kirkland, Utilities Projects Administrator

SUBJECT: Award of Bid for the Market Street Distribution Upgrades

SYNOPSIS: Staff requests commission approval to enter into a contract with TB Landmark Construction, Inc for construction services for the Market Street Distribution Upgrades for \$763,489.00.

STAFF RECOMMENDATION

It is recommended that the City Commission consider taking the following action:

1. Approve the award of bid to TB Landmark Construction, Inc for the construction of the Market Street Distribution Upgrades in the amount of \$763,489.00.
2. Authorize the City Manager to execute the appropriate documents on the City's behalf.

BACKGROUND

Staff, in an effort to increase fire flow protection and implement the expansion of utility facilities to the westward city boundaries, requested that Atkins North America provide biddable plans and specifications that could be placed on the open market for bidding that would facilitate the Market Street Distribution Upgrades. The expansion is to consist of extending 1600-ft of 12-inch water main from the corner of First Street and Tillman Avenue south to tie into an 8-inch water main on First Street and Polk Avenue. This increase in size of the water main will aid in the increase in flow to the area the 8-inch main currently provides service to. The 12-inch water main is also scheduled to turn west on Bullard Avenue and 3900-ft of 12-inch water main will be installed until we reach Sharp Street. The line will continue on Sharp Street until it crosses State Road 60 and then continue on to Oak Ave until it reaches US Highway 27 and ties into an existing 12-inch line that was installed in 2008 in preparation of this extension.

The project was sent out to bid on May 8, 2014, with a bid open date of May 22, 2014. There were two responsive bidders which TB Landmark Construction, Inc being the low qualified responsive bidder. Staff recommends commission approval to enter into a construction services contract with TB Landmark Construction, Inc in the amount of \$763,489.00 for the Market Street Distribution Upgrades. Staff is recommending the commission give the city manager authorization to execute the appropriate documents on the City's behalf.

OTHER OPTIONS

Chose to reject all bids, place back on the market and delay the start of construction.

FISCAL IMPACT

The original budget for this project was set at \$1,250,000.00. Engineering costs being removed from the initial budget leaves a remaining balance for this line item at \$1,180,009.00.

ATTACHMENTS

TB Landmark Construction, Inc Construction Agreement
Bid Recommendation Letter
Tabulation of Quantities

SECTION 00600 AGREEMENT

This Agreement made this ____ day of _____, ____ by and between The City of Lake Wales hereinafter called "Owner", and TB Landmark Construction, Inc., doing business as a corporation hereinafter call "Contractor", for the extension of Market Street Distribution Upgrades, as described in the Construction Documents and Specification Manual provided by Atkins North America, Inc, and approved by the Owner.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the sum of \$763,489.00 (Seven hundred sixty-three thousand four-hundred eighty-nine dollars) as detailed in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price, and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed, and will achieve Substantial Completion (**operational**) within 180 calendar days. The date of Final Completion will be 10 days following the date of Substantial Completion. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$100 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$100 per calendar day past the date of Final Completion.

5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.

6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed, and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:

- (a) Contractor is making satisfactory progress, and
- (b) There is no specific cause for greater withholding.

However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.

7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Subcontractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.

8. The term "Contract Documents" means and includes the following:

- A. Invitation For Bids
- B. Bid
- C. Bid Bond
- D. Agreement

E. Performance and Payment Bond

F. Certificate of Insurance

G. General Conditions

H. Special Provisions

I. Notice Of Award

J. Notice To Proceed

K. Change Order Form

L. Application For Payment Form

M. Certificate of Substantial Completion

N. Release of Lien Forms

O. Technical Specifications prepared or issued by (ATKINS, FEB 2014)

P. Drawings prepared by ATKINS, 19 sheets, FEB 2014). Survey (Pickett, 5 sheets).

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

10. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.

11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.

12. The Contractor shall indemnify and save harmless The City of Lake Wales its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the

Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Replacement of water mains along S. First St., Bullard Ave., Sharp St., Lime Ave., Miami St., and Oak Ave. shall entitle Owner to collect damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

13. IN WITNESS WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER:

City of Lake Wales

BY: _____

NAME: _____
Kenneth Fields

Please Type/Print

TITLE: _____
City Manager

DATE: _____

Please Type/Print

TITLE: _____

CONTRACTOR: _____

BY: _____

NAME: _____

Please Type/Print

ADDRESS: _____

DATE: _____

END OF SECTION

BID OPENING ON MAY 22, 2014

BID TABULATION

Item	Description	TB Landmark Construction, Inc.			Dallas 1 Construction & Development		
		Total Est. Quantity	Bid Price	Total Cost	Total Est. Quantity	Bid Price	Total Cost
1	6" WM (PVC)	81	\$ 80.00	\$ 6,480.00	81	\$ 49.00	\$ 3,969.00
2	12" WM (PVC)	4881	\$ 70.00	\$ 341,670.00	4881	\$ 131.00	\$ 639,411.00
3	24" STEEL CASING (J&B)	178	\$ 700.00	\$ 124,600.00	178	\$ 437.00	\$ 77,786.00
4	12" 11.25deg BEND (RJ)	11	\$ 548.00	\$ 6,028.00	11	\$ 450.00	\$ 4,950.00
5	12" 22.5deg BEND (RJ)	4	\$ 555.50	\$ 2,222.00	4	\$ 460.00	\$ 1,840.00
6	6" 45deg BEND (RJ)	4	\$ 250.00	\$ 1,000.00	4	\$ 200.00	\$ 800.00
7	12" 45deg BEND (RJ)	6	\$ 578.00	\$ 3,468.00	6	\$ 480.00	\$ 2,880.00
8	2" 90deg BEND (RJ)	2	\$ 85.00	\$ 170.00	2	\$ 290.00	\$ 580.00
9	6" 90deg BEND (RJ)	5	\$ 300.00	\$ 1,500.00	5	\$ 210.00	\$ 1,050.00
10	12" 90deg BEND (RJ)	6	\$ 800.00	\$ 4,800.00	6	\$ 520.00	\$ 3,120.00
11	6"X6" TEE (RJ)	3	\$ 512.00	\$ 1,536.00	3	\$ 310.00	\$ 930.00
12	8"X6" TEE (RJ)	1	\$ 658.00	\$ 658.00	1	\$ 370.00	\$ 370.00
13	12"X14" TEE (RJ)	1	\$ 823.00	\$ 823.00	1	\$ 1,540.00	\$ 1,540.00
14	12"X6" TEE (RJ)	9	\$ 736.00	\$ 6,624.00	9	\$ 760.00	\$ 6,840.00
15	12"X8" TEE (RJ)	1	\$ 880.00	\$ 880.00	1	\$ 1,390.00	\$ 1,390.00
16	12"X12" TEE (RJ)	4	\$ 996.00	\$ 3,984.00	4	\$ 1,150.00	\$ 4,600.00
17	12"X6" REDUCER (RJ)	3	\$ 435.00	\$ 1,305.00	3	\$ 310.00	\$ 930.00
18	12"X8" REDUCER (RJ)	1	\$ 453.00	\$ 453.00	1	\$ 350.00	\$ 350.00
19	2" CAP/PLUG (RJ)	1	\$ 59.00	\$ 59.00	1	\$ 36.00	\$ 36.00
20	4" CAP/PLUG (RJ)	3	\$ 86.00	\$ 258.00	3	\$ 86.00	\$ 258.00
21	6" CAP/PLUG (RJ)	24	\$ 163.00	\$ 3,912.00	24	\$ 110.00	\$ 2,640.00
22	8" MJ PLUG w/ 2" TAP	1	\$ 275.00	\$ 275.00	1	\$ 360.00	\$ 360.00
23	DOUBLE STRAP SS TAPPING SADDLE	2	\$ 250.00	\$ 500.00	2	\$ 1,910.00	\$ 3,820.00
24	2" CUT IN SLEEVE (RJ)	2	\$ 215.00	\$ 430.00	2	\$ 620.00	\$ 1,240.00
25	4" CUT IN SLEEVE (RJ)	1	\$ 1,250.00	\$ 1,250.00	1	\$ 870.00	\$ 870.00
26	6" CUT IN SLEEVE (RJ)	7	\$ 1,295.00	\$ 9,065.00	7	\$ 1,300.00	\$ 9,100.00
27	2" CURB STOP (RJ)	2	\$ 500.00	\$ 1,000.00	2	\$ 550.00	\$ 1,100.00
28	4" GATE VALVE (RJ)	1	\$ 1,450.00	\$ 1,450.00	1	\$ 680.00	\$ 680.00
29	6" GATE VALVE (RJ)	7	\$ 1,750.00	\$ 12,250.00	7	\$ 840.00	\$ 5,880.00
30	8" GATE VALVE (RJ)	1	\$ 2,000.00	\$ 2,000.00	1	\$ 1,170.00	\$ 1,170.00
31	12" GATE VALVE (RJ)	18	\$ 3,000.00	\$ 54,000.00	18	\$ 2,030.00	\$ 36,540.00
32	SHORT SINGLE SERVICE	6	\$ 1,400.00	\$ 8,400.00	6	\$ 1,350.00	\$ 8,100.00
33	SHORT DOUBLE SERVICE	13	\$ 2,000.00	\$ 26,000.00	13	\$ 1,770.00	\$ 23,010.00
34	LONG SINGLE SERVICE	7	\$ 2,200.00	\$ 15,400.00	7	\$ 1,740.00	\$ 12,180.00
35	LONG DOUBLE SERVICE	9	\$ 2,500.00	\$ 22,500.00	9	\$ 2,160.00	\$ 19,440.00
36	Fire Hydrant Assembly	4	\$ 4,600.00	\$ 18,400.00	4	\$ 4,070.00	\$ 16,280.00
37	DETACH, RELOCATE, AND RECONNECT Fire Hydrant Assembly	2	\$ 3,000.00	\$ 6,000.00	2	\$ 2,710.00	\$ 5,420.00
38	Rotate and reconnect existing 12" TEE and Valve	1	\$ 4,000.00	\$ 4,000.00	1	\$ 1,850.00	\$ 1,850.00
39	4" WM (GROUT, CAP, AND ABANDON)	752	\$ 6.00	\$ 4,512.00	752	\$ 8.70	\$ 6,542.40
40	6" WM (GROUT, CAP, AND ABANDON)	4584	\$ 6.00	\$ 27,504.00	4584	\$ 12.00	\$ 55,008.00
41	Mobilization/Demobilization	1	\$ 28,703.00	\$ 28,703.00	1	\$ 23,427.60	\$ 23,427.60
42	Close-out Documentation	1	\$ 7,420.00	\$ 7,420.00	1	\$ 600.00	\$ 600.00
	TOTAL BID PRICE			\$ 763,489.00			\$ 988,888.00



Atkins North America, Inc.
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Sarasota, Florida 34232

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Fax: +1.941.371.7297

www.atkinsglobal.com/northamerica

May 30, 2014

Mr. Tom Moran
Public Works Director
City of Lake Wales
201 W. Central Avenue
Lake Wales, FL 33853

RE: Market Street Upgrades
Bid No. 14-372
Bid Recommendation

Dear Mr. Moran:

A bid opening was held on May 22, 2014 for the Market Street Upgrades project. Two contractor's submitted bids for this project, and a summary of the bids are as follows:

<u>Contractor</u>	<u>Total Base Bid</u>
TB Landmark Construction, Inc.	\$763,489.00
Dallas 1 Corp., dba Dallas 1 Construction & Development	\$988,888.00

We have reviewed the submitted bid forms and bid calculations for both of the contractors and all bid totals agree with the amount read at the bid opening. Attached is a detailed bid tabulation. The bid for the low bidder is in line with the engineer's estimate of \$807,998.

Our review of the bid submittal information indicates TB Landmark Construction, Inc. has met the bidding requirements established in the contract documents. They have submitted the lowest, responsive, and responsible bid price for the project. We have checked the references provided by the contractor, and received very positive comments.

Based on our review of the submittals, references and completed forms, we recommend the City of Lake Wales award the contract to TB Landmark Construction, Inc.

If you have any questions concerning the attachment or recommendation, please to not hesitate to call.

Sincerely,

R. Christopher Sharek, PE, PMP, BCEE
Division Manager

Attachment

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