

MEMORANDUM

June 24, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Kathy Bangle, Assistant Director of Planning and Development
Tom Moran, Director of Utilities

RE: Contract with Miller Construction Inc. for basketball facility at Lincoln Avenue Park

SYNOPSIS: Approval is requested for a contract with Miller Construction Inc. of Lakeland in the amount of \$96,900 for the construction of a new basketball facility at Lincoln Avenue Park. This is the project for which the City has entered into a Memorandum of Understanding (MOU) with AAS Foundation in return for a monetary donation in the amount of \$42,000.

RECOMMENDATION

Staff recommends approval of a contract with Miller Construction Inc. in the amount of \$96,900 for construction of a basketball facility at Lincoln Avenue Park and authorization for the City Manager to sign the contract.

BACKGROUND

Miller Construction Inc.'s bid was one of six bids received. Their bid of \$96,900 was the lowest bid and a bid of \$134,775 was the highest. The City bid this project twice. The first process produced one bid in the amount of \$120,000.

Construction is expected to take approximately 45 days with substantial completion on or before August 15, 2014. The project includes demolition of the existing concrete court that is in a state of disrepair and the addition of bleachers, sidewalks, water fountain, shade structures, and signage round out the project. Staff understands that the shade structures have an eight-week delivery schedule. Therefore, installation is anticipated after the substantial completion date.

The City has already expended funds to complete a survey and engage the services of Straughn Trout Architects of Lakeland for the design and bid documents for the project.

FISCAL IMPACT

The City's MOU with AAS Foundation guarantees their contribution to the project in an amount not to exceed \$42,000. The City is responsible for all additional costs that will be borne by the General Fund.

OTHER OPTIONS

Commission has the option not to approve the contract. However, staff does not recommend this course.

ATTACHMENTS

Proposed contract with Miller Construction Inc.
Bid Form
Construction documents

**CONSTRUCTION AGREEMENT
LINCOLN AVENUE BASKETBALL COURT**

This Agreement made this _____ day of _____, by and between The City of Lake Wales hereinafter called "Owner", and **Miller Construction Management Inc. [502 North Massachusetts Avenue Lakeland, FL 33801]** a Florida corporation hereinafter called "Contractor", for the construction of a new outdoor basketball facility with associated site work, bleachers, shade structures and signage in Lincoln Avenue Park, Lake Wales, Florida.

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 on the Drawings and complies with the terms therein for the sum of **\$96,900.00** as detailed in the Bid Form.
2. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as specified in item ten (10) below and furnish Certificates of Insurance to the Owner within five (5) calendar days from the date of the Notice of Award.
3. The Contractor will commence the work required by the Contract Documents within five (5) calendar days after the date of the Notice to Proceed, and will achieve Substantial Completion (**operational**) within 45 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.
4. The Contractor shall submit a properly certified invoice to the City. An original invoice shall be submitted to the City of Lake Wales, Planning Department, P. O. Box 1320, Lake Wales, Florida, 33859.
 - (a) Progress payments, if required, 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..
5. 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.
6. The term "Contract Documents" means and includes the following:
 - A. Bid Form
 - B. Construction Agreement
 - C. Drawings prepared by Straughn Trout Architects, dated 12.15.13, addendum #1 01/29/14
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. The Contractor agrees that all materials, techniques, methods and safety are exclusively the responsibility of the Contractor and not the Architect or Owner.

9. 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.
10. The Contractor shall indemnify and save harmless The City of Lake Wales its elected and appointed officials, 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 Architect or City 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;

Worker's Compensation Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

Commercial General Liability – Occurrence form required (Contractor/Vendor) shall maintain commercial general liability (CGL) insurance with a limit of not less than \$500,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x,c,u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.

Commercial Automobile Liability Insurance (Contractor/Vendor) shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

11. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Lincoln Avenue basketball court in Lake Wales, Florida 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.
12. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

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:

BY: _____
NAME: _____
Please Type/Print

TITLE: _____
DATE: _____

ATTEST:

NAME: _____
Please Type/Print

TITLE: _____

CONTRACTOR: _____
BY: _____
NAME: _____
Please Type/Print

ADDRESS: _____
DATE: _____

ATTEST:

NAME: _____
Please Type/Print

TITLE: _____

HAZELL STOUDEMIRE COURT at LINCOLN AVENUE PARK LAKE WALES, FLORIDA

CONSTRUCTION DOCUMENTS: 01.20.14



INDEX OF DRAWINGS

ARCHITECTURAL: Straughn Trout Architects, LLC
2005 E. EDGEWOOD DRIVE LAKELAND, FLORIDA 33803 Ph. (863) 665-6205 Fax (863) 665-6206

G100 COVER SHEET

C100 ARCHITECTURAL SITE PLAN, COURT FINISH PLAN & STORMWATER MANAGEMENT PLAN

S100 FOUNDATION PLAN & FOOTING DETAILS

A200 CROSS SECTIONS & ELEVATIONS

1 Addendum # 01/23/14
CONSTRUCTION DOCUMENTS: 01/20/14

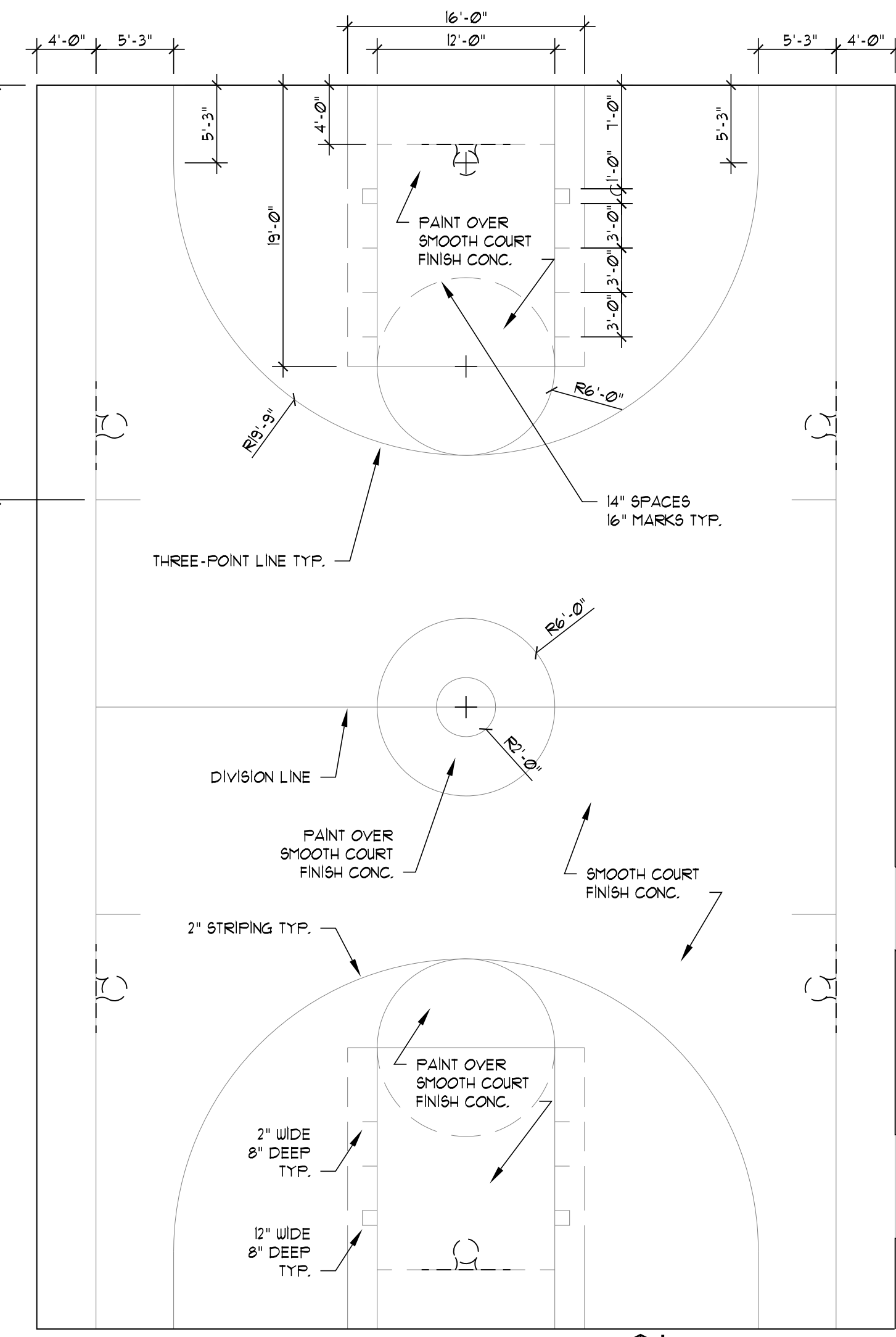
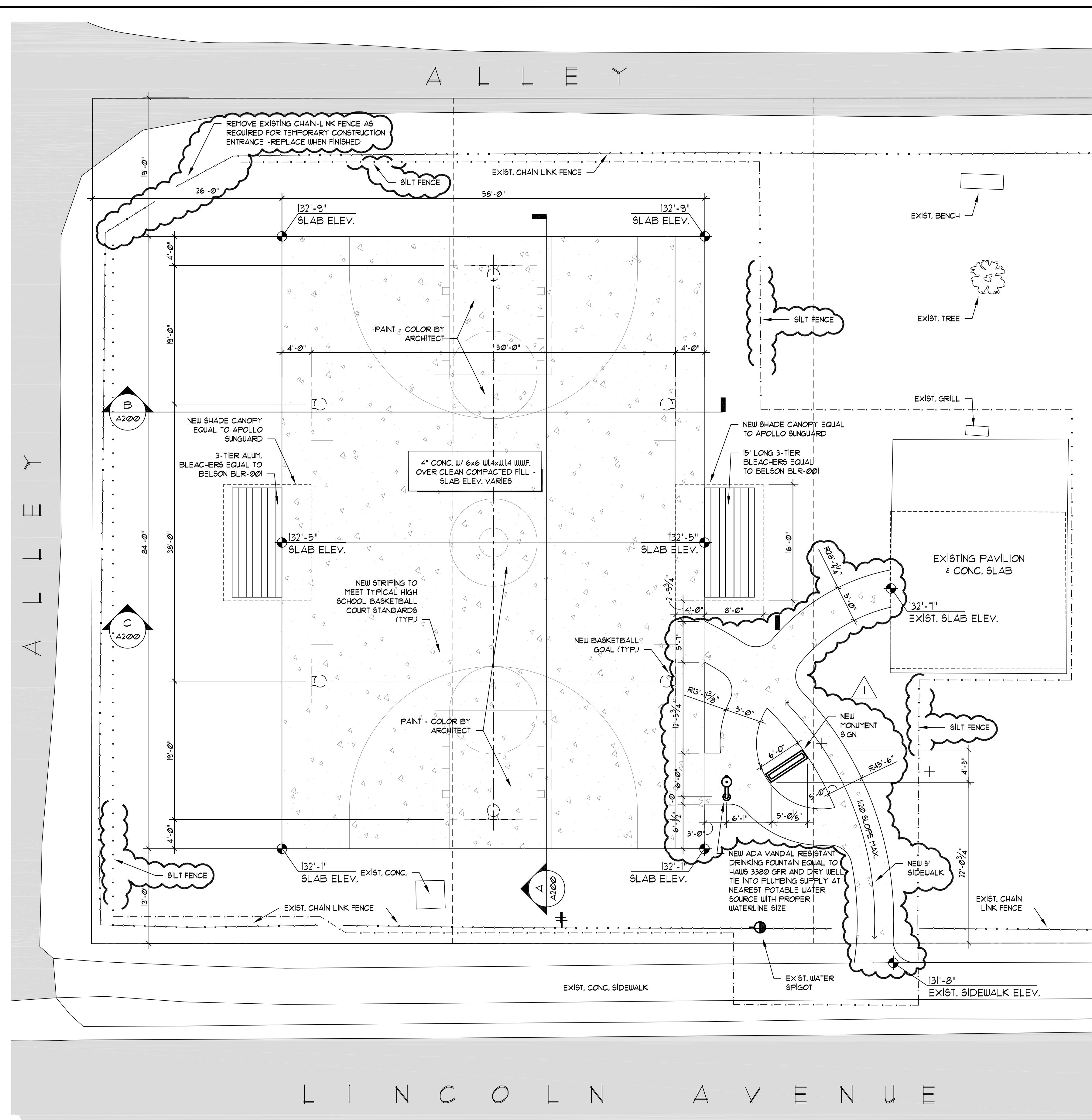
COPYRIGHT 2010 - STRAUGHN TROUT ARCHITECTS, LLC

STRAUGHN TROUT
ARCHITECTS LLC
2005 EAST EDGEWOOD DRIVE LAKELAND, FLORIDA 33803-3601
PH. (863) 665-6205 FAX. (863) 665-6206 architect@straughntrout.com www.straughntrout.com

HAZELL STOUDEMIRE COURT
AT
LINCOLN AVE. PARK
LAKE WALES FL

DATE: 12.15.13
DRAWN: MAB
PROJECT: 1322

SHEET NO.
G100



B COURT FINISH PLAN
 C100 SCALE: 1/8" = 1'-0"

STORM WATER MANAGEMENT PLAN

Sequence of Major Activities
 The order of major activities will be as follows:
 1. Install silt screen as shown on plans.
 2. Install structures and utilities.
 3. Complete grading and install permanent sodding or other suitable stabilization.
 4. Conduct construction of the hardscape improvements.
 5. When all construction is complete, stabilize (e.g. sod, seed/mulch, etc.) any remaining disturbed areas.

STORM WATER POLLUTION PREVENTION
Erosion and Sediment Transport Prevention
 The work specified in this section consists of measures required to control erosion and transport of sediments within and from the project area, so as to prevent the degradation of receiving waters, streams, impoundment, storm water storage and conveyance systems and any onsite receiving water bodies shall be promptly cleared of all obstructions placed therein or caused by construction operations.

Stabilization Practices
Temporary Stabilization - Soil stock piles and disturbed portions of the site where construction activity temporarily ceases for at least 21 days will be stabilized within 7 days from the last construction activity in that area. These areas shall be stabilized with temporary seed and mulch. The surface areas of unprotected erodible earth exposed by clearing and grubbing, excavation or filling operations shall be kept to a minimum as practical.

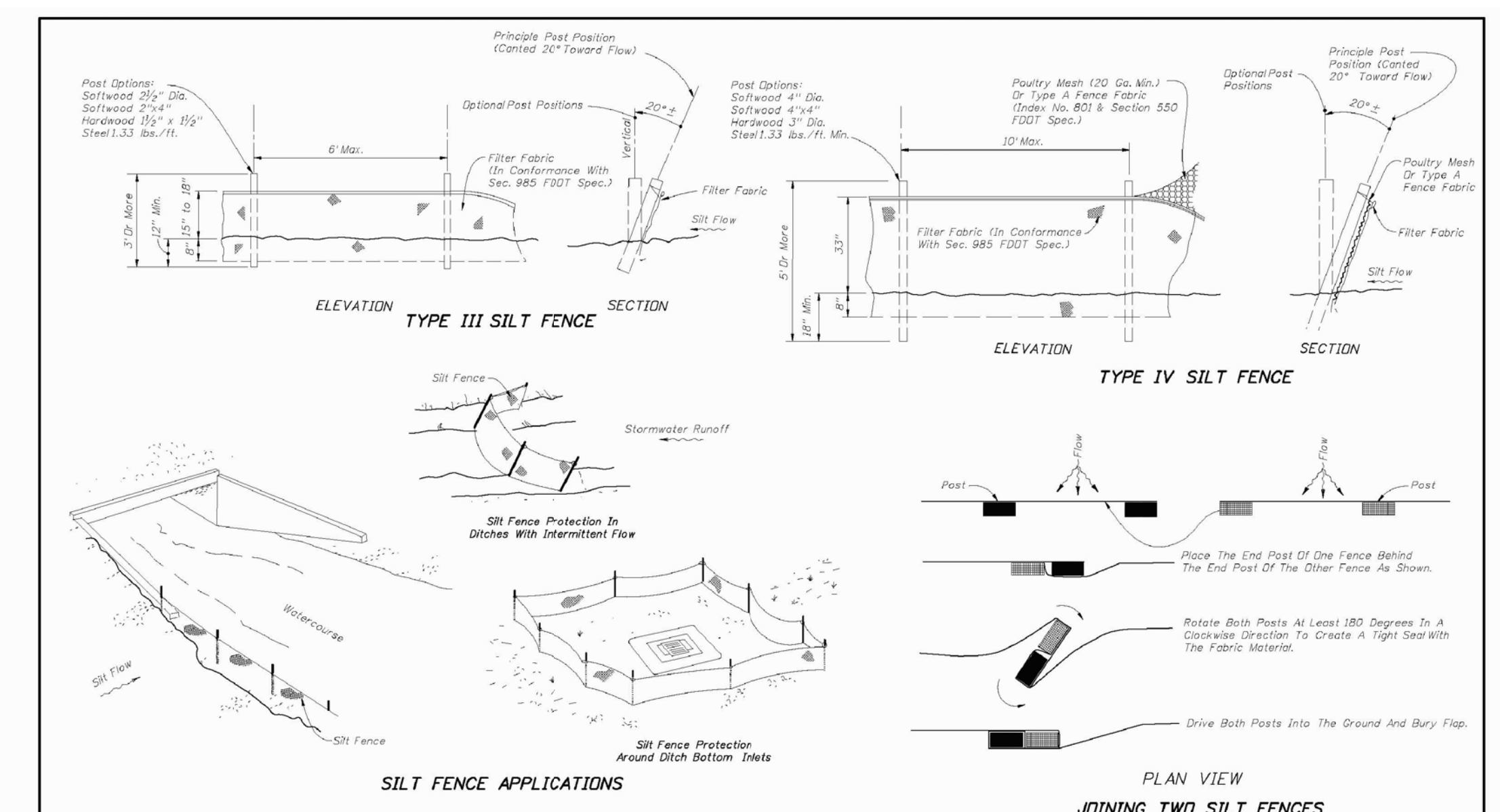
Permanent Stabilization - All disturbed portions of the site where construction activities have permanently ceased will be stabilized by sod or seed and mulch in accordance with the Landscaping Plans and/or Construction Plans.

Structural Practices
 The silt screen shall be inspected along with the rest of the project once every seven days or within 24 hours of a rainfall event exceeding 0.5". Where deficiencies exist, additional silt fences shall be installed or replaced. Sediment will be removed from the upstream side of any silt screen once the accumulated sediment reaches 1/3 the height of the silt screen. Any sediment deposits or soil disturbance created during the installation and removal of silt screen shall be dressed to conform to the finished grade.

Staked Silt Screens - Will be installed according to the plans to protect offsite areas from any possible adverse effects from sediments. Sediment will be removed from the upstream additional silt fences shall be installed or replaced. Attachment of silt screen to existing trees will not be permitted.

CERTIFICATION OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL REGULATIONS

The onsite practices shall comply with this storm water pollution prevention plan as well as reflect the requirements of:
 1. FDEP's NPDES Generic Permit for Construction Activities, 62-621.300(4), F.A.C.
 2. All state requirements of storm water management systems under chapters 400-4, 400-40 and 400-400 of the Florida Administrative Code, as administered by the Southwest Florida Water Management District in addition 33 CFR administered by the Army Corp of Engineers.



NOTES FOR SILT FENCES

- Type III Silt Fence to be used at most locations. Where used in ditches, the spacing for Type III Silt Fence shall be in accordance with Chart 1, Sheet 1.
- Type IV Silt Fence to be used where large sediment loads are anticipated. Suggested use is where fill slope is 1:2 or steeper and length of slope exceeds 25 feet. Avoid use where the detached water may back into travel lanes or off the right of way.
- Do not construct silt fences across permanent flowing watercourses. Silt fences are to be placed at locations and turbidity barriers used at permanent bodies of water.
- Where used as slope protection, Silt Fence is to be constructed on 5% longitudinal grade to avoid channelizing runoff along the length of the fence.
- Silt Fence to be paid for under the contract unit price for Staked Silt Fence, SFT1.

2010 FOOT Design Standards		Rev.	Sheet No.
TEMPORARY EROSION AND SEDIMENT CONTROL		07/01/04	3 of 3
		102	

LEGAL DESCRIPTION:
 Lots 7, 8, 9, 10, 11 & 12 of Block 6, WASHINGTON PARK UNIT II SUBDIVISION, Section 34, Township 29 South, Range 27 East, recorded in Plat Book 31, Page 57 of the Public Records of Polk County, Florida.

A ARCHITECTURAL SITE PLAN
 C100 SCALE: 1/8" = 1'-0"

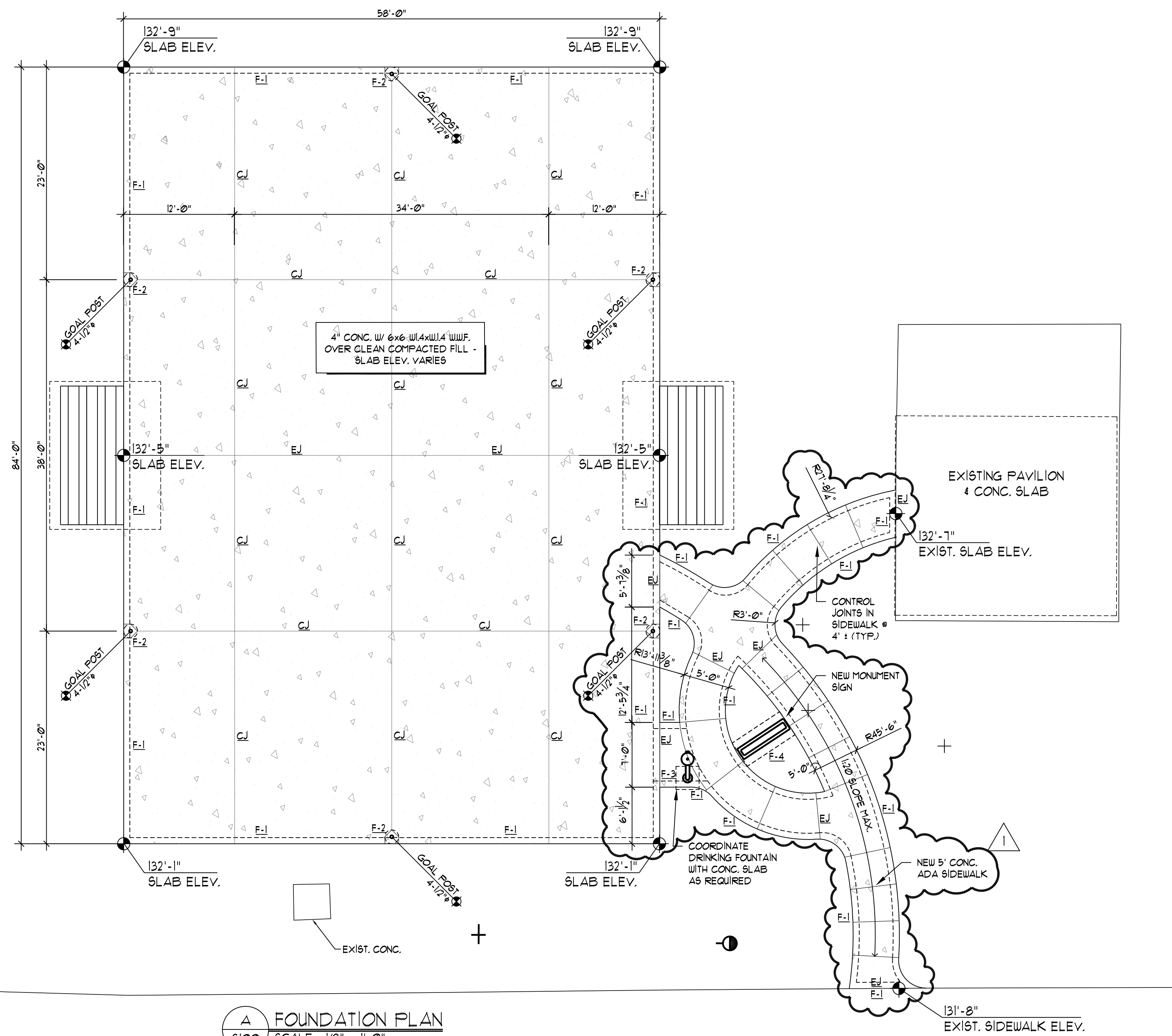
SITE INFORMATION:	
TOTAL SITE AREA - LOTS 7, 8, 9, 10, 11 & 12 (ACRE)	.94
PROJECT AREA - LOTS 7, 8 & 9 (ACRE)	.4
PRIOR PERCENT IMPERVIOUS	14%
NEW PERCENT IMPERVIOUS	15%

STRAUGHN TROUT ARCHITECTS LLC
 2005 EAST EDGEWOOD DRIVE, LAKELAND, FLORIDA 33803-3601
 PH. (863) 665-6205 FAX. (863) 665-6206 architect@straughntrout.com www.straughntrout.com

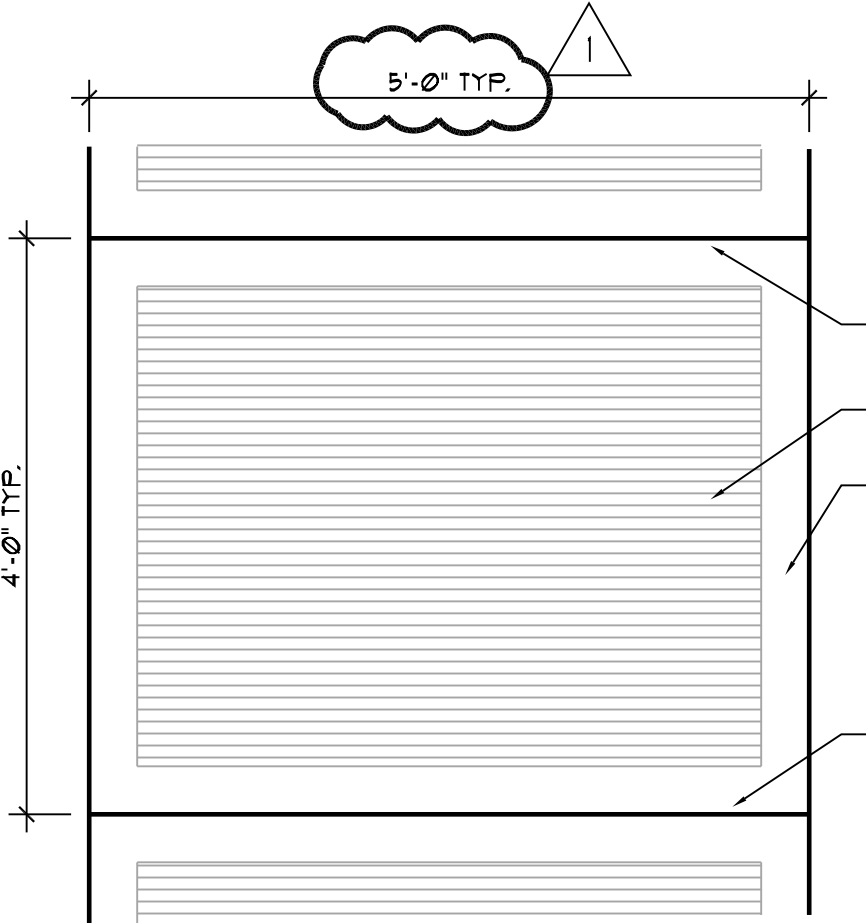
HAZELL STOUDEMIRE COURT AT LINCOLN AVE. PARK LAKE WALES FL

DATE: 12.15.13 SHEET NO. C100
 DRAWN: PROJECT: 1322

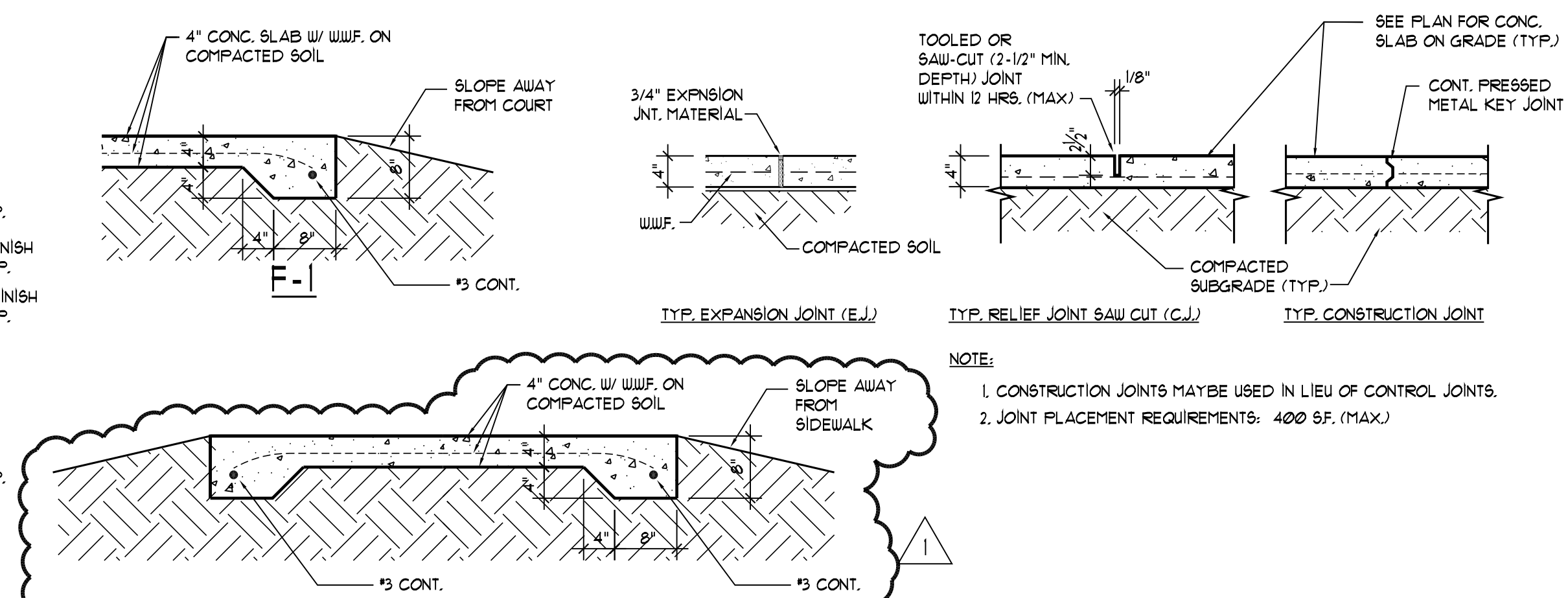
Addendum #1 01/29/14
 CONSTRUCTION DOCUMENTS: 01/20/14
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A FOUNDATION PLAN
 9/100 SCALE: 1/8" = 1'-0"



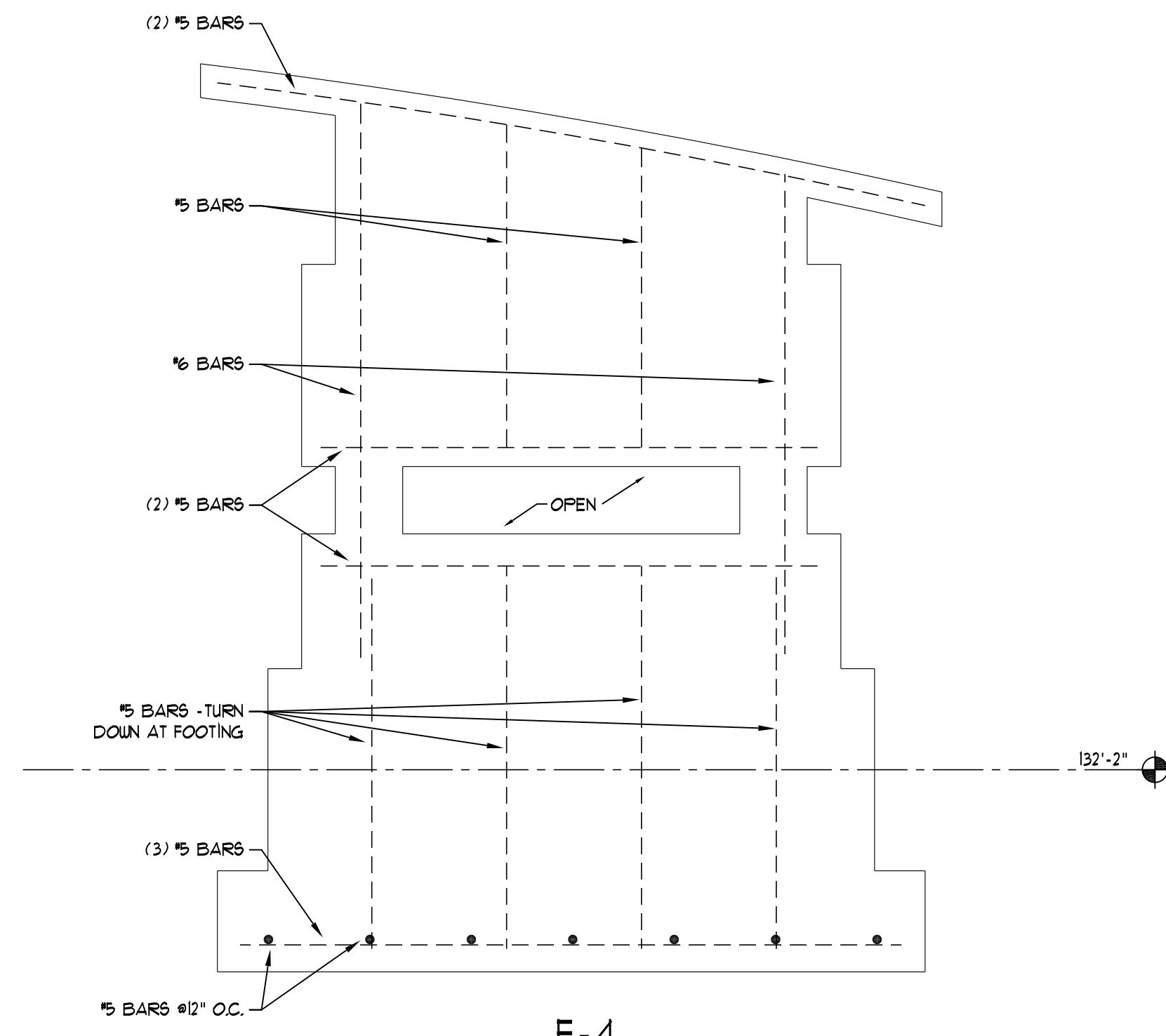
B PLAN DETAIL AT SIDEWALK
 9/100 SCALE: 3/4" = 1'-0"



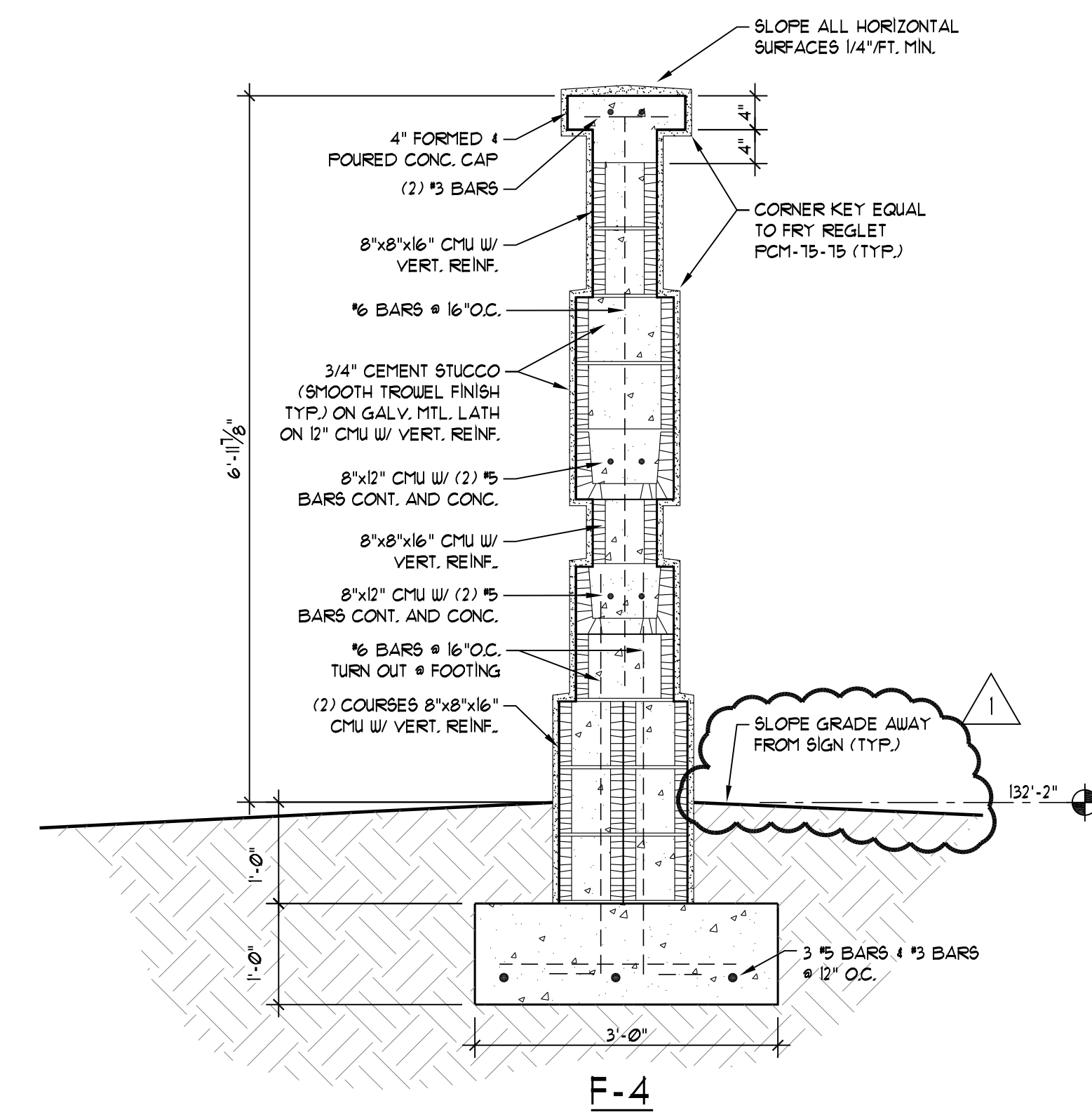
C CROSS SECTION AT SIDEWALK
 9/100 SCALE: 3/4" = 1'-0"

NOTE:
 1. CONSTRUCTION JOINTS MAYBE USED IN LIEU OF CONTROL JOINTS.
 2. JOINT PLACEMENT REQUIREMENTS: 400 SF. (MAX.)

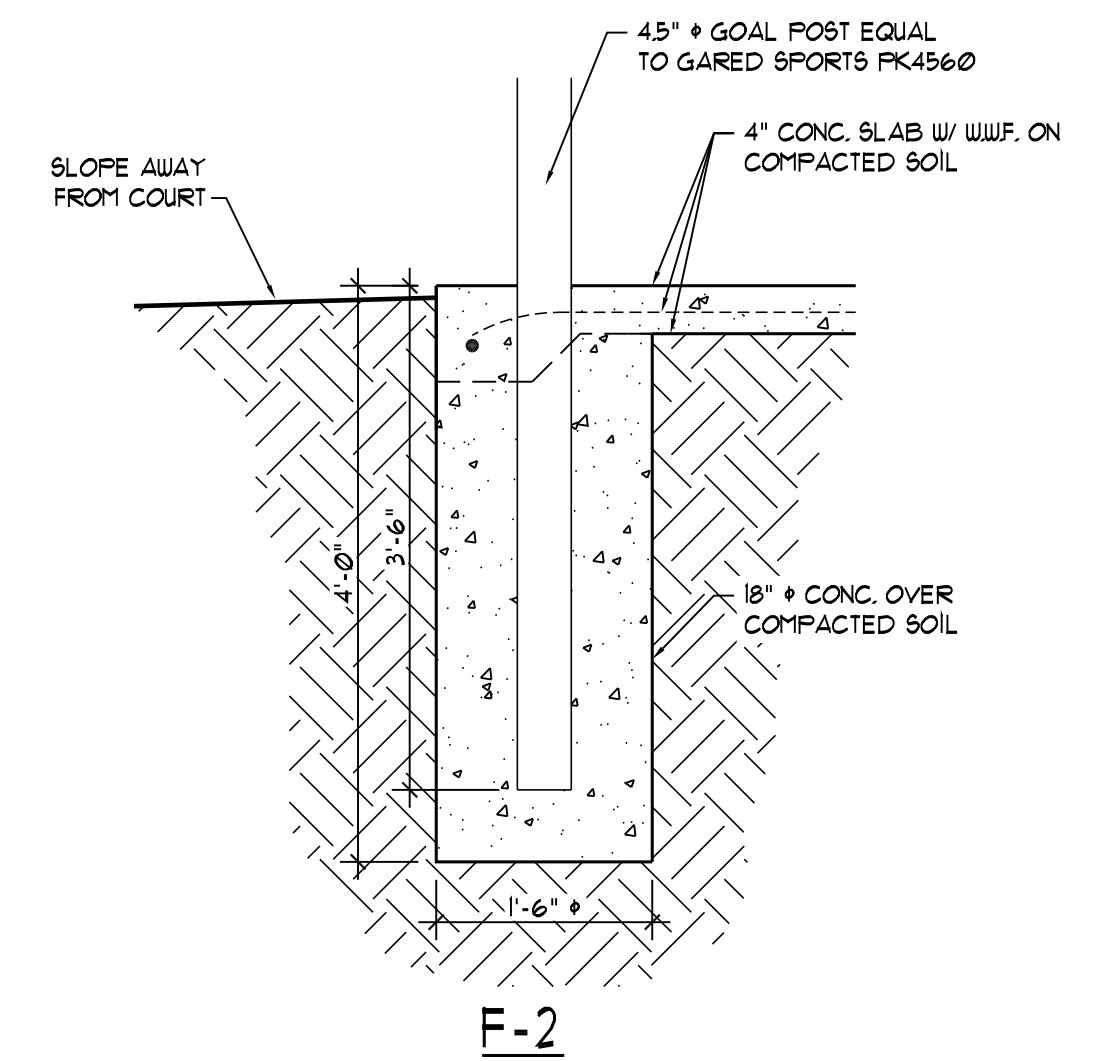
MEETS THE 2010 FLORIDA BUILDING CODE
 CHAPTER 1609 FOR 140mph ULTIMATE WIND ZONE
 IMPORTANCE FACTOR 1
 EXPOSURE B
 INTERNAL PRESSURE COEFFICIENT .18
 COMPONENT AND CLADDING (parapet)
 WALL DESIGN PRESSURE 42.15/-56.48psf



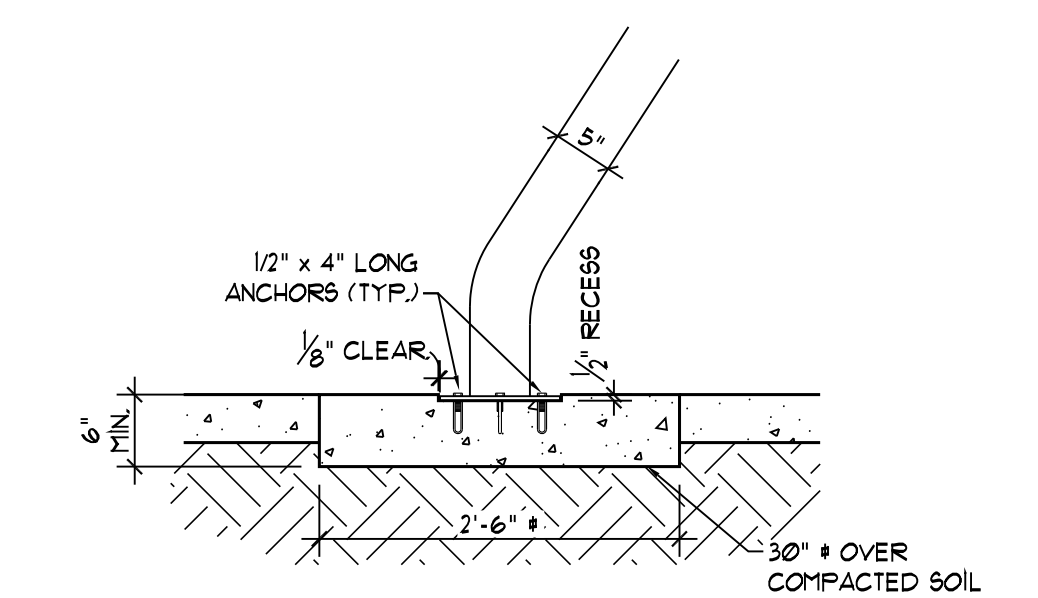
F-4



C SECTION THRU SIGN
 9/100 SCALE: 3/4" = 1'-0"



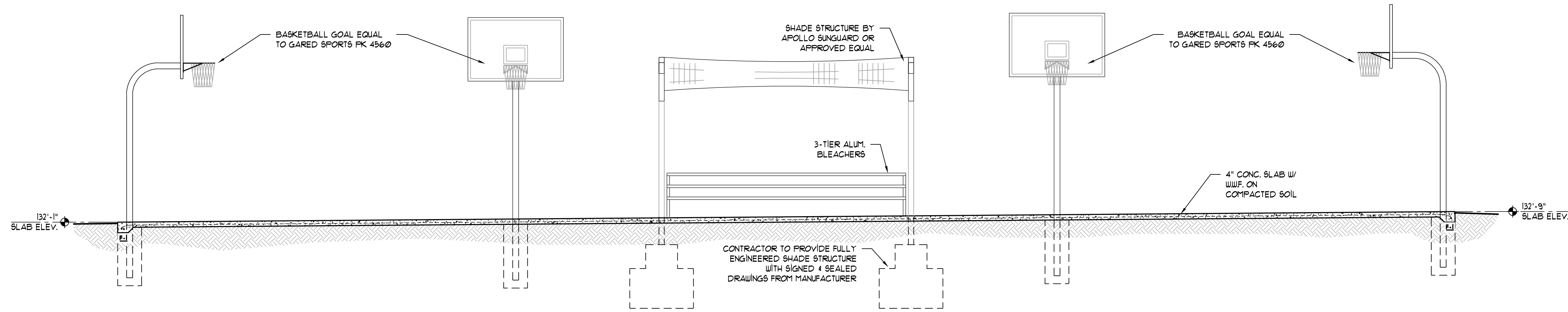
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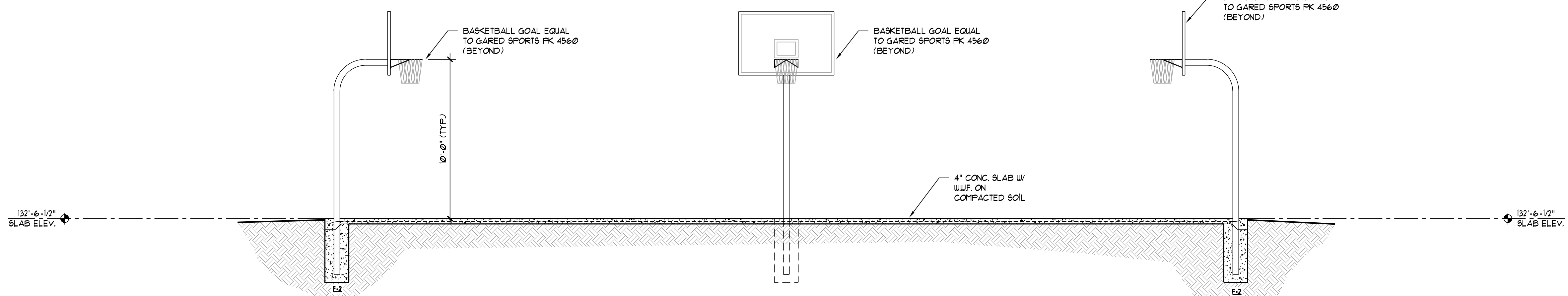
F-3

- GENERAL NOTES:
- DEMOLITION:**
- REMOVE EXISTING CONC. BASKETBALL COURT & GOALS. PREPARE FOR NEW SLAB & GOALS.
 - ALL DEMOLITION AND CONSTRUCTION DEBRIS SHALL BE DISPOSED OF AT AN APPROVED DEP LANDFILL.
- MASONRY:**
- UNIT COMPRESSIVE STRENGTH: PROVIDE UNITS WITH MINIMUM AVERAGE NET-AREA COMPRESSIVE STRENGTH OF 2150 PSI (14.8 MPa).
 - ALL CMU CELLS TO BE FILLED W/ CONC.
 - MORTAR AND GROUT MATERIALS:
 - PORTLAND CEMENT: ASTM C 150, TYPE I OR II, EXCEPT TYPE III MAY BE USED FOR COLD-WEATHER CONSTRUCTION.
 - HYDRATED LIME: ASTM C 201, TYPE S.
 - MASONRY CEMENT: ASTM C 91.
 - LADDER REINFORCING AT 16" VERT. MAX.
- CAST-IN-PLACE CONCRETE:**
- EXPANSION AND ISOLATION JOINT FILLERS STRIPS: ASTM D 151, ASPHALT-SATURATED CELLULOSIC FIBER
 - MINIMUM COMPRESSIVE STRENGTH: 3000PSI AT 28 DAYS
 - SLUMP LIMIT: 5 INCHES
 - READY-MIXED CONCRETE: MEASURE, BATCH, MIX, AND DELIVER CONCRETE ACCORDING TO ASTM C 94/C 94M AND ASTM C 116
- SOIL COMPACTION:**
- CEMENT STUCCO:**
- COMPLY WITH ASTM C 916
 - OVER METAL LATH: SCRATCH AND BROWN COATS FOR THREE-COAT PLASTERWORK AS FOLLOWS:
 - SCRATCH COAT: FOR CEMENTITIOUS MATERIAL, MIX 1 PART PORTLAND CEMENT AND 0-3/4 PARTS LIME, USE 2-1/2 TO 4 PARTS AGGREGATE PER PART OF CEMENTITIOUS MATERIAL (SUM OF SEPARATE VOLUMES OF EACH COMPONENT MATERIAL).
 - BROWN COAT: FOR CEMENTITIOUS MATERIAL, MIX 1 PART PORTLAND CEMENT AND 0-3/4 PARTS LIME, USE 3 TO 5 PARTS AGGREGATE PER PART OF CEMENTITIOUS MATERIAL (SUM OF SEPARATE VOLUMES OF EACH COMPONENT MATERIAL).
 - READY MIXED FINISH COAT PLASTERS COMPLY WITH MANUFACTURERS WRITTEN INSTRUCTIONS
 - INSTALL LATH TYPE CORNER REINFORCEMENT ON EXTERIOR CORNERS

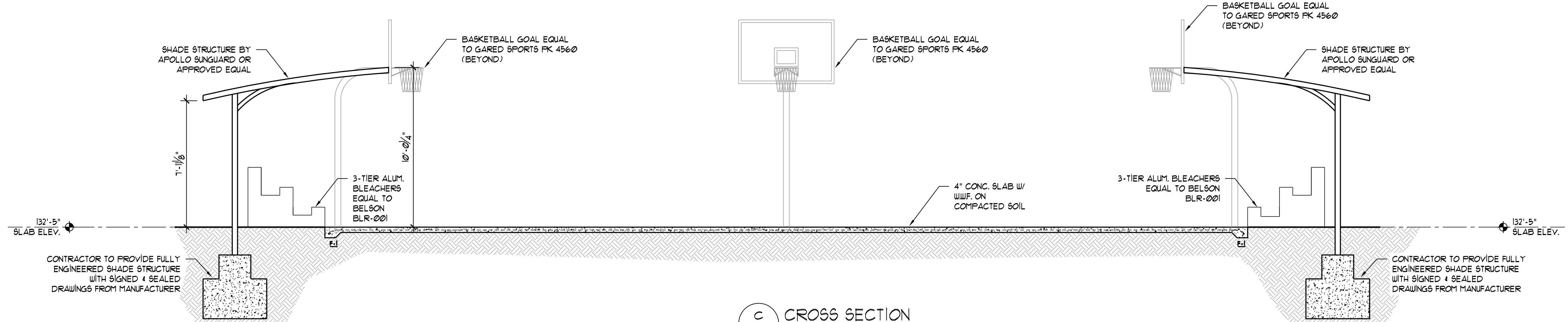
1 Addendum # 01/23/14
 CONSTRUCTION DOCUMENTS: 01/20/14
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A CROSS SECTION
A200 SCALE: 1/4" = 1'-0"

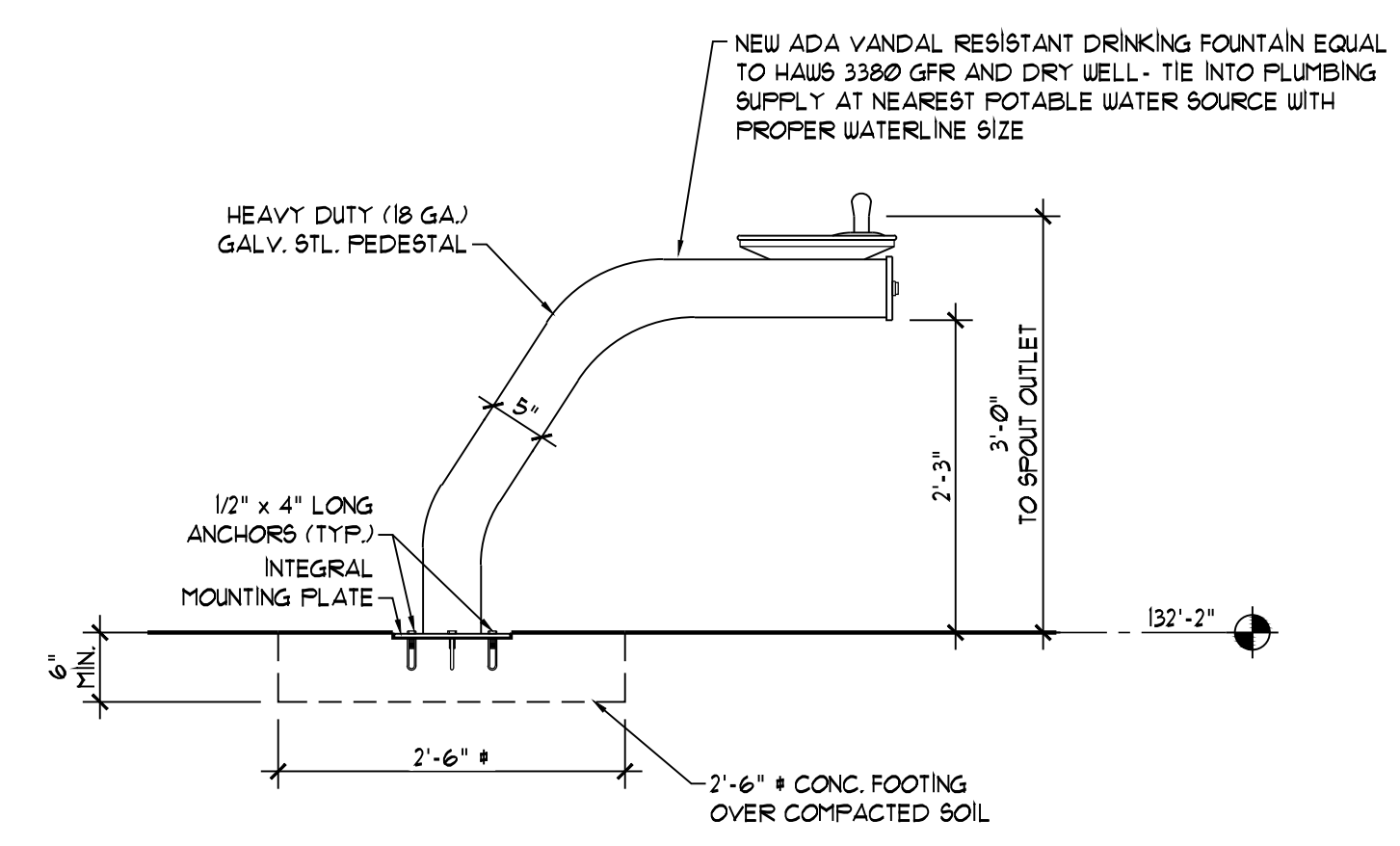


B CROSS SECTION
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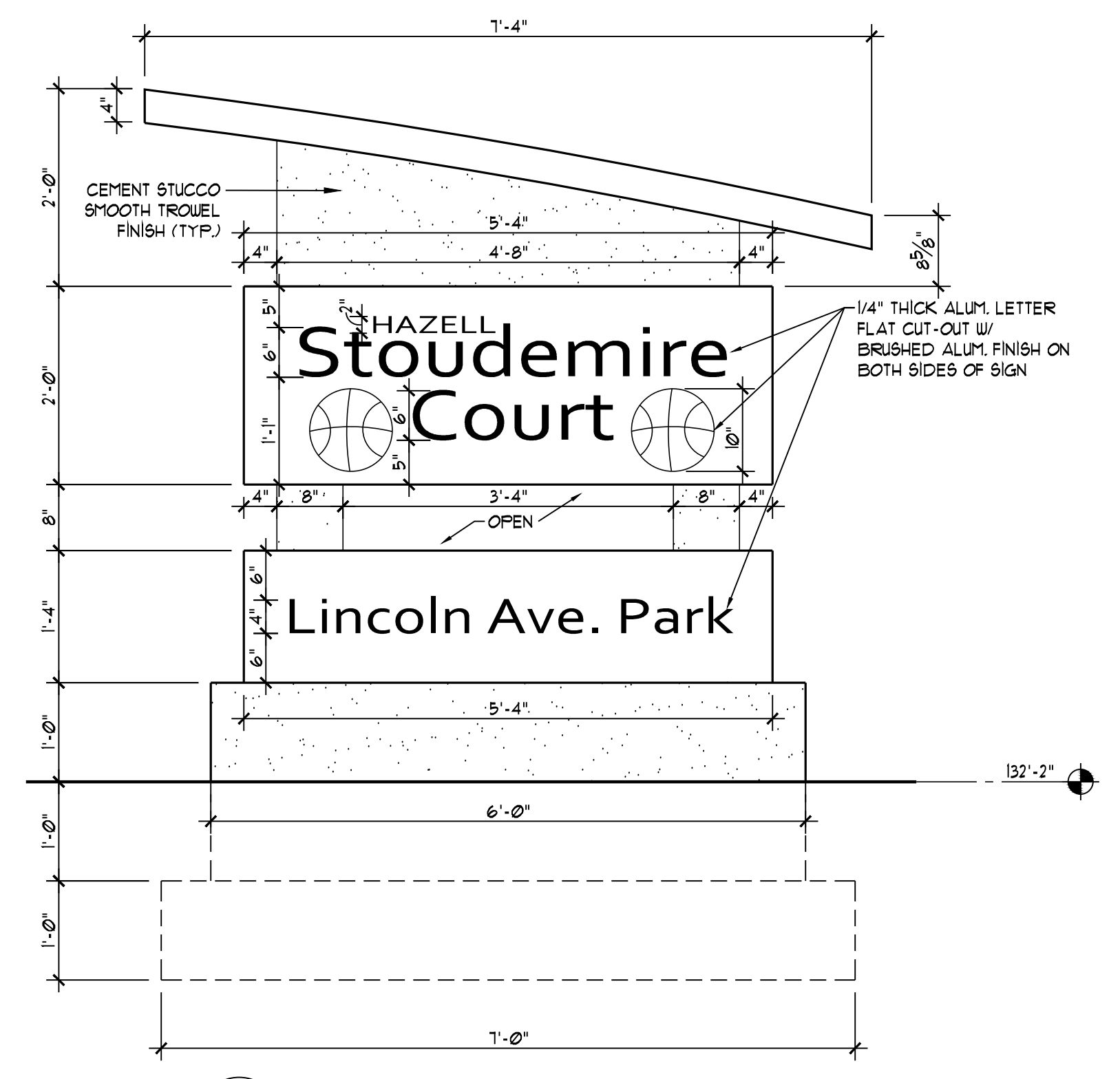


C CROSS SECTION
A200 SCALE: 1/4" = 1'-0"

NOTE:
ALL EQUIPMENT INSTALLED COMPLETE FINISHED PRODUCT. COLORS SELECTED FROM MANUFACTURERS FULL COLOR RANGE BY ARCHITECT - TYPICAL



D ELEVATION @ DRINKING FOUNTAIN
A200 SCALE: 3/4" = 1'-0"



E ELEVATION @ SIGN
A200 SCALE: 3/4" = 1'-0"

CONSTRUCTION DOCUMENTS: 01/2014
COPYRIGHT 2010 - STRAUGHN TROUT ARCHITECTS, LLC

STRAUGHN TROUT ARCHITECTS LLC
205 EAST EDGEWOOD DRIVE LAKELAND, FLORIDA 33803-3601
PH. (863) 665-6205 FAX. (863) 665-6206 architect@straughntrout.com www.straughntrout.com

HAZELL STOUDEMIRE COURT
AT
LINCOLN AVE. PARK
LAKE WALES FL

DATE:	12.15.13
DRAWN:	MAB
PROJECT:	1322

SHEET NO.
A200

BID FORM

ITB: #14-374

Lincoln Avenue Basketball Court

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the plans, the drawings, and the specifications relating to the above entitled matter and the work, and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare and agree that he will accept the following lump sum prices for the various items of the work for additions to or deductions from the approximate quantities.
6. The undersigned does hereby declare that he shall make no claim on account of variation of the approximate estimate in the quantities or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
7. The undersigned further agrees that the price submitted on the Bid Form shall govern all errors in extension or addition and shall not void the total base bid submitted on the attached sheet. The extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competition.

item	U/I	unit cost	quantity	total
Mobilization/GEN. COND.	LS	9,230	1	9,230
Demolition/GRADING/SOD	LS	9,548	1	9,548
concrete	CY	346.28	66	22,854
Masonry / signage	LS	6,915	1	6,915
Shade Structures	EA	8,047.50	2	16,095
Drinking Fountain	EA	5,467	1	5,467
Bleachers	EA	1,562.50	2	3,125
Basketball goals	EA	1,704.17	6	10,225
Court striping	LS	4,630	1	4,630
sub total				88,089
profit & overhead				8,811
Total				96,900

INCL. PERMIT.
INCL. SILT FEN
AND FENCE WOR
INCL. STUCCO A
PAINT.

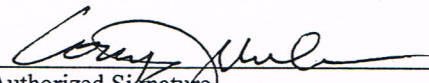
• ACKNOWLEDGE ADDENDUM #1, DATED JUNE 3, 2014

Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

GRAND TOTAL: \$ 96,900.00

WORDS: NINETY SIX THOUSAND NINE HUNDRED AND ^{No}/100 DOLLARS

THIS PROPOSAL DATED THIS 5th day of JUNE, 2014

By: 
Authorized Signature

COREY J. MILLER, PRESIDENT
Printed Name, Title

Address: 502 N. MASSACHUSETTS AVENUE
LAKELAND, FLORIDA 33801

C6C062694
Fla. State Certified General
Contractor's License Number