

MEMORANDUM

July 25, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Teresa Allen, Public/Support Services Administrator

SUBJECT: Award Contract for the construction of Phase I of the new Lake Wales Cemetery

SYNOPSIS: The City Commission will consider awarding L. Cobb Construction, Inc. the contract for the construction of Phase I of the new Lake Wales Cemetery.

RECOMMENDATION

Staff recommends that the City Commission take the following action:

1. Award the bid for the construction of Phase I of the new Lake Wales Cemetery to L. Cobb Construction, Inc. for \$563,516.81.

BACKGROUND

In July 2013, the City Commission approved the Master Consulting Agreement #12-348 with Metzger & Williard, Inc. for the engineering design of 20 acres and construction assistance of the first 5 acres for the new Lake Wales Cemetery.

On June 26, 2014 the City of Lake Wales advertised an Invitation to Bid that the City was seeking proposals from qualified contractors to construct Phase I of the City of Lake Wales Cemetery.

A non-mandatory pre-bid meeting was held on July 10, 2014 at 10:00 a.m. and bids were opened on Thursday, July 24, 2014 at 2:00 p.m.

Award of bid was based on low bid and the ability of the company to perform the work as outlined in the scope of work.

Bids were received as follows:

L. Cobb Construction, Inc.	\$563,516.81
Henkelman Construction, Inc.	\$752,700.00
SEMCO Construction, Inc.	\$780,395.00
Pillar Construction Group, LLC	\$834,000.00

FISCAL IMPACT

This project will be funded by debt issuance.

OTHER OPTIONS

The City Commission has directed staff to move forward with this project.

ATTACHMENTS

Bid comparison sheet

Letter from Metzger & Willard, Inc.

CONSTRUCTION AGREEMENT

This agreement made this _____ day of **August, 2014** between the City of Lake Wales hereinafter called "Owner" and **L. Cobb Construction, Inc.** doing business as a corporation hereinafter called "Contractor", for the construction of a **Cemetery** and its associated infrastructure located **NE corner of Hunt Brothers Road and Lake Bella Road** as described in the Construction Documents and Specification Manual provided by **Metzger + Willard, 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 complies with the terms therein for the sum of **\$563,516.81** 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 **10** calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within **10** calendar days after the date of the Notice to Proceed, and will achieve Substantial Completion (operational) within **130** days. The date of Final Completion will be **30** 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 **\$250.00** 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 **\$250.00** 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 Sub-contractors 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, **Metzger + Willard** dated. **June 2014 with addendum 3**
 - P. Drawings prepared by **Metzger + Willard**, dated **June 2014 with addendum 3**.
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.

13. The breach of any provision of this contract and those provisions stated more fully in the specifications for the Fire Sub Station located off of Chalet Suzanne Road 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.
14. 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:

City of Lake Wales

ATTEST

By: _____

Print name:

Title:

By: _____

Print name: Kenneth L. Fields

Title: City Manager

Date: _____

CONTRACTOR

L. Cobb Construction, Inc.

ATTEST

By: _____

Print name:

Title:

By: _____

Print name: _____

Address: 401 S. Sixth Avenue
Wauchula, FL 33873

Date: _____



July 25, 2014

Mr. Tom Moran P.E.
Public Works Director
City of Lake Wales
201 Central Avenue W.
Lake Wales, FL 33859-1320

RE: City of Lake Wales Cemetery Bid 14-3754 Review

Dear Mr. Moran,

As the Design Engineer for the above referenced project, I have reviewed the bid submittals from yesterday's bid opening and provide the attached certified bid tabulation. I presently do not find any disqualifying factors that would stop my recommendation to award the project to L. Cobb Construction.

As you know, this bid request resulted in four (4) companies submitting qualifying bids to construct the Cemetery project. The low bidder, L Cobb construction's bid \$563,516.81 was within 6.1% of the engineer's estimate of \$600,000 for this project. L Cobb construction has submitted all required documents as per bid instructions. This company has been in business since 1979 with projects completed for several municipalities in the central Florida area.

Therefore, my recommendation is to award the City of Lake Wales Cemetery project to L Cobb Construction, Inc.

Sincerely,

A handwritten signature in black ink, appearing to read 'Loren A. Jones Jr.', is written over a faint, illegible typed name.

Loren A. Jones Jr. P.E. CDR, USN, Ret
Senior Project Engineer

Attachments-1

8600 Hidden River Parkway
Suite 550
Tampa, Florida 33637-1033

Telephone 813-977-6005
Fax 813-977-0593

BID TABULATION
THE CITY OF LAKE WALES CEMETERY
BID NO. 14-375
JULY 24, 2014

Item #	Description	Unit of Measure	Quantity	SEMCO Const	L. Cobb Const	Henkleman Const	Pillar Const
				Total Pay Quantity	Total Pay Quantity	Total Pay Quantity	Total Pay Quantity
1	Mobilization	LS	1	\$58,144.00	\$34,432.00	\$6,000.00	\$438,052.00
2	Clearing & Grubbing	LS	1	\$277,115.00	\$9,802.00	\$25,000.00	\$27,340.00
3	Road Construction	LS	1	\$107,660.00	\$133,084.51	\$417,700.00	\$117,030.00
4	Fencing	LS	1	\$31,893.00	\$61,049.33	\$24,000.00	\$29,696.00
5	Building	LS	1	\$152,938.00	\$145,123.00	\$150,000.00	\$85,000.00
6	Landscape	LS	1	\$61,091.00	\$69,103.43	\$68,000.00	\$54,782.00
7	Irrigation	LS	1	\$91,554.00	\$110,922.54	\$62,000.00	\$82,100.00
Total Bid Price				\$780,395.00	\$563,516.81	\$752,700.00	\$834,000.00

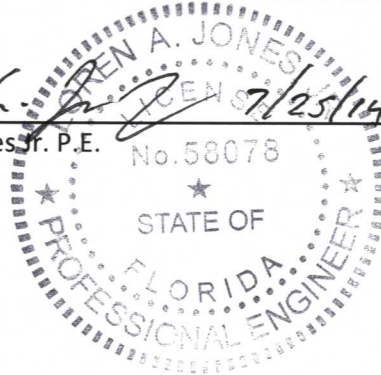


8600 Hidden River Parkway
Suite 550
Tampa, FL 33637
813-977-6005

Bid Date: July 24, 2014

I certify the bid tabulation to be true and correct

Loren A. Jones Jr.
Loren A. Jones Jr. P.E.
PE# 58078



Bid comparison
 The City of Lake Wales Cemetery
 Bid no. 14-3754
 July 24, 2014

company	SEMCO const	L Cobb Const	Henkleman	Pillar Const
business license	X	X	X	X
vendor app	X	on file		X
W-9	X	X	X	X
Bid bond	X	X	X	X
Public entity crime	X	X	X	X
insurance submittal	X	X	X	X
signature submittal	X	X	X	X
non collusion	X	X	X	X
drug free	X	X	X	X
indemnification	X	X	X	X
firm history	X	X	X	X
government services	X	X	X	X
5 references	X	X	X	X
contact info	X	X	X	
addendum	3	3	3	3
subcontractors	X	X	X	X
bid sheet / cost	\$780,395.00	\$563,516.30	\$752,700.00	\$834,000.00

COPY ②

BID FORM

ITB: # 14-375

THE CITY OF LAKE WALES CEMETERY

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 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.
3. 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.
4. 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.
5. 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.
6. The undersigned further agrees that the price submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
7. 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.

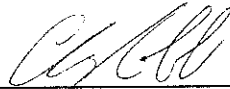
Item	U/I	Unit cost	Quantity	Total
Mobilization	LS	34,432	1	34,432.00
Clearing & Grubbing	LS	9,802	1	9,802.00
Road Construction	LS	133,084.51	1	133,084.51
Fencing	LS	61,049.93	1	61,049.93
Building	LS	145,123	1	145,123.00
Landscape	LS	69,103.43	1	69,103.43
Irrigation	LS	110,922.54	1	110,922.54
Grand Total				563,516.81

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

GRAND TOTAL: \$ 563,516.81

WORDS: FIVE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED SIXTY EIGHT

THIS PROPOSAL DATED THIS 24 day of July, 2014 AND 81/100
DOLLARS

By: 
Authorized Signature

CLAY COBB, COO, L. COBB CONSTRUCTION, INC
Printed Name, Title

Address: 401 S. SIXTH AVE
WAUCHULA, FL 33873

THE AMERICAN INSTITUTE OF ARCHITECTS

Executed in 1 Counterpart



AIA Document A310

Bid Bond


KNOW ALL MEN BY THESE PRESENTS, that we **L. Cobb Construction, Inc.**
(Here insert full name and address or legal title of Contractor)
401 South Sixth Avenue, Wauchula, FL 33873
as **Principal**, hereinafter called the **Principal**, and **United Fire & Casualty Company**
(Here insert full name and address or legal title of Surety)
PO Box 73909, Cedar Rapids, IA 52407-3909
a corporation duly organized under the laws of the State of IOWA
as **Surety**, hereinafter called the **Surety**, are held and firmly bound unto **City of Lake Wales**
(Here insert full name and address or legal title of Owner)
201 West Central Avenue, Lake Wales, FL 33853
as **Obligee**, hereinafter called the **Obligee**, in the sum of **Five Percent of Amount Bid**

Dollars (\$ ---5%---),
for the payment of which sum well and truly to be made, the said **Principal** and the said **Surety**, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.


WHEREAS, the **Principal** has submitted a bid for
(Here insert full name, address and description of project)
Bid No. 14-375, City of Lake Wales Cemetery - Phase I, Hunt Brothers Road, Lake Wales FL 33853 - construction of a cemetery and maintenance office,

NOW, THEREFORE, if the **Obligee** shall accept the bid of the **Principal** and the **Principal** shall enter into a **Contract** with the **Obligee** in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or **Contract Documents** with good and sufficient surety for the faithful performance of such **Contract** and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the **Principal** to enter such **Contract** and give such bond or bonds, if the **Principal** shall pay to the **Obligee** the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the **Obligee** may in good faith contract with another party to perform the **Work** covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 24th day of July 2014

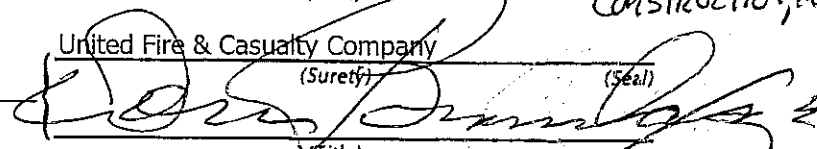

(Witness)

L. Cobb Construction, Inc.
(Principal) (Seal)


(Title) **President L. Cobb B CONSTRUCTION, INC**


(Witness)

United Fire & Casualty Company
(Surety) (Seal)


(Title)

Don Bramlage, Attorney-in-Fact
and Florida Licensed Resident Agent



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, GALVESTON, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401
 319-399-5494

(original on file at Home Office of Company - See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint LESLIE M DONAHUE, OR KIM E NIV OR JEFFREY W REICH, OR SUSAN L REICH, OR TERESA L DURHAM, OR PATRICIA L SLAUGHTER, OR GLORIA A RICHARDS, OR DR DON BRAMLAGE, OR LISA ROSELAND, OR CHERYL FOLEY, ALL INDIVIDUALLY of MAITLAND FL

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 11th day of October, 2013

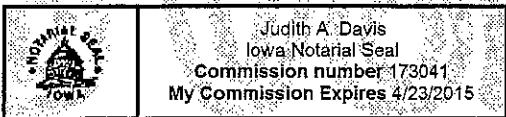
UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman* Vice President



State of Iowa, County of Linn, ss:
 On 11th day of October, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis Notary Public
 My commission expires: 4/23/2015

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 24th day of July, 2014

By: *David A. Lange*
 Secretary, UF&C
 Assistant Secretary, UF&I/FPIC



COMPANY BACKGROUND

Lavon Cobb started this business in 1979 and incorporated as L. COBB CONSTRUCTION, INC. in 1985. Owned by Lavon and Linda Cobb, the company has achieved steady growth over the past thirty four years. Lavon and Linda make a dynamic team complementing one another; Lavon leading the company with his entrepreneurial spirit and leadership abilities and Linda's high company standards, attention to detail and administrative expertise. L. Cobb Construction is a Christian company, standing on high morals, good ethics, integrity and honesty.

L. Cobb Construction, Inc. has its own in-house personnel, including project managers, project superintendents, foremen, concrete and carpentry crews, as well as an accomplished administrative and operations staff. L. Cobb Construction, Inc. maintains good working relationships with its employees, subcontractors, material suppliers, building departments and agencies, affiliates, and clients, treating them with integrity, honesty and Christian principles.

L Cobb Construction, Inc. is a drug-free workplace that has zero tolerance for drugs in the workplace. The company requires all employees to undergo pre-hire drug screening, random testing throughout the year and annual drug-free education. With a steady work-force team of approximately fifty employees, a high percentage of these employees are certified in CPR and have MSHA training.

Both the bonding capacity and financial strength of L. Cobb Construction, Inc. has remained strong and continues to increase. Bonding is provided through Florida Surety Bonds, Inc., a Best Rated Company of A, XV. Additional information can be found in this packet under additional attachments regarding financial strength and bonding capacity.



License No. CGC031692
Tel: 863-773-3839/Fax: 863-773-3214
401 South Sixth Avenue, Wauchula, Florida 33873

Lavon and Linda Cobb recently established a new company, Cobb Site Development, Inc., to handle all of the site work most contracts require. The site company is full service and employs a project superintendent, equipment operators, and has a full fleet of heavy equipment. This is also a Christian company following the same guidelines and Christian principles employed by L. Cobb Construction, Inc. Having this site company insures a timely start to projects we are responsible for as well as a timely completion, as the site work (site preparation, storm water systems, utilities) is the first phase of a project and it is the last phase (paving, flatwork, and landscaping) of each and every project.

L. Cobb Construction, Inc. and Cobb Site Development, Inc., along with the professional team of affiliates they are associated with and have good working relationships with are the perfect combination for any construction related project you have now or may have in the future.