

MEMORANDUM

September 30, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Tom Moran, P.E., Utilities Director
Sarah B. Kirkland, Utilities Projects Administrator

SUBJECT: Award of Bid for the Utilities Parking Facility

SYNOPSIS: Staff requests commission approval to award the bid for the construction of the Utilities Parking Facility to Tucker Construction and Engineering.

STAFF RECOMMENDATION

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

1. Approve the award of bid for the Utilities Parking Facility to Tucker Construction and Engineering
2. Authorize the City Manager to execute the appropriate documents, on the City's behalf.

BACKGROUND

In March of 2014, City staff entered into an agreement with AMEC Engineering utilizing the Master Consulting Agreement #12-348 for the amount of \$28,460 to prepare and design bid specifications for a parking facility at the waste water treatment plant to be utilized by both the Water and Wastewater departments.

The facility will house all equipment needing shelter to minimize damage being done by the outside elements. The project went out to bid and had a bid open date of September 18, 2014. There were three responsive bidders to which Tucker Construction and Engineering was the lowest responsive bidder. Staff, therefore recommends the commission give approval for the city manager to execute all appropriate documents and approve the award of bid to Tucker Construction and Engineering for the construction of the Utilities Parking Facility in the amount of \$187,171.00.

OTHER OPTIONS

Chose not to allow the parking facility to built at this time and continue to have equipment at the mercy of the elements.

FISCAL IMPACT

This project was listed in the 2013-2014 CIP and was carried forward to the 2014-2015.

ATTACHMENTS

Award of Bid Memo from AMEC
Bid Tabulation
Tucker Construction and Engineering Contract



September 24, 2014

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

Via email: tmoran@cityoflakewales.com

RE: WWTF Parking Facility
Bid Review
City of Lake Wales Bid No. 14-376
AMEC Project No. 600189.5

Mr. Moran:

AMEC has completed a review of the contractor bids for the WWTF Parking Facility project. The lowest cost bid was in the amount of \$187,171.00, received from Tucker Construction & Engineering (Tucker).

Tucker's bid was evaluated for completeness. The following should be noted:

- Bid Form
 - Additional line items were added to the Bid by the Contractor. These items include a Permit Allowance, Temporary Facilities/Dumpsters, Concrete, and Electrical. The sum of these extra line items is \$66,188.
 - The additional line items listed above should have been included in either the Mobilization/Demobilization or Metal Building System line items.
 - It is recommended that the City Attorney review the bid form for an official determination regarding the alteration.
- Non-collusion Affidavit of Subcontractor
 - The Non-collusion Affidavit of Subcontractor forms were omitted from the Bidder's response. The List of Proposed Subcontractors form identifies three subcontractors to be used on the project.
 - A Non-collusion Affidavit should have been provided for each Subcontractor.
- List of Proposed Suppliers
 - Dean Steel Buildings, Inc. was listed as the supplier for the Pre-Engineered Metal Building. This supplier was not identified on the list of pre-approved manufacturers.
 - The Specifications require documentation from Dean Steel Buildings to confirm they meet the Quality Assurance and Warranty items described therein.

AMEC Environment & Infrastructure, Inc.
2000 E. Edgewood Drive, Suite 215
Lakeland, FL 33803
Tel (863) 667-2345
Fax (863) 667-2662

www.amec.com

Tucker listed a total of 2 project references with 2 separate owners. AMEC contacted each project reference to discuss Tucker:

- Project: Andersen Race Park
 - Client Contact: Steve Andersen, Owner
 - Notes: Mr. Andersen was contacted to discuss his experience with Tucker. Mr. Andersen spoke about Tucker in a very positive manner and had a good experience working with Tucker on his project. The reference project was similar in scope to the WWTF Parking Facility project and also involved pre-engineered metal buildings supplied by Dean Steel Buildings. Mr. Andersen described Tucker as prompt and responsive.
- Project: Southern Citrus Nursery
 - Client Contact: Tommy Thayer, Owner
 - Notes: A phone message was left for Mr. Thayer but was not returned as of the date of this letter.

A review of information available on the State of Florida's Business and Professional Regulation (BPR) website indicates that there have been no complaints against the license number held by Tucker.

It is our opinion that Tucker appears to be a qualified Bidder for this project. If the City chooses to move forward with awarding the contract to Tucker, the Bidder should be asked to provide the subcontractor non-collusion affidavits, supplemental information to demonstrate Dean Steel Buildings meets the requirements of the specifications, and a revised schedule of values based on the line item numbers provided on the Bid Form.

If you have any questions or concerns, please feel free to contact our office at #863-667-2345.

Thank you.

AMEC Environment & Infrastructure, Inc.



Mark J. Frederick, P.E., CFM
Project Manager

MJF:tjm

Bid comparison
 City of Lake Wales
 WWTF Pole Barn
 Bid no. 14-376
 September 24, 2014

company	SEMCO const	L Cobb Const	Tucker Paving
business license	X	X	X
vendor app	X	on file	X
W-9	X	X	X
bidder qualifications	X	X	X
Bid bond	X	X	X
Public entity crime	X	X	X
insurance submittal	X	X	X
signature submittal	X	X	X
non collusion	X	X	X
drug free	X	X	X
indemnification	X	X	X
trench safety	X	X	X
5 references	2	6	2
contact info	X	X	X
addendum	3	3	3
subcontractors	X	X	X
bid sheet / cost	\$259,726.00	\$271,812.00	\$187,201.00
	\$260,176.00	\$271,812.00	\$187,171.00

AGREEMENT

This Agreement made this _____ day of _____, _____ by and between The City of Lake Wales hereinafter called "Owner", and Tucker Construction and Engineering, a Florida corporation, hereinafter called "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 \$187,171.00 (One hundred eighty-seven thousand one-hundred seventy one 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 (AMEC)
- P. Drawings prepared by AMEC.

Foregoing described Contract Documents are incorporated herein and made a part hereof.

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 elected or 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 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. In any dispute concerning this Agreement, each party shall be responsible for it's own attorney's fees.

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