

## MEMORANDUM

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**DATE:** May 4, 2015

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** James Slaton, Public/Support Services Director

**SUBJECT:** Award of Bid to Misiano Skateparks

**SYNOPSIS:** Staff is requesting Commission approval of the vendor selection of Misiano Skateparks for the purchase and installation of additional skate elements in Kiwanis Park.

### RECOMMENDATION

It is recommended that the City Commission take the following action(s):

1. Award of Bid to Misiano Skateparks.
2. Authorize the City Manager to execute the contract on behalf of the City.

### BACKGROUND

Phase 1 of the City's skatepark was completed in 2008, but no further improvements have been made to the park since the original construction. The City was awarded \$50,000 in grant funds from the Florida Recreation Development Assistance Program (FRDAP) in 2007 to build the skatepark, but the funds were only sufficient to provide minimal skate elements within the park. The 10,000 SF concrete slab the skatepark is built on was donated by Jahna Industries which allowed the City to focus every grant dollar on the skate park elements during the initial construction. City staff submitted FRDAP grant applications each subsequent year after Phase 1 of the skatepark was completed, but the City was not awarded another grant to complete the next phase of the skatepark until 2014. Last year the City was finally awarded an additional \$50,000 in non-matching FRDAP grant funds to complete the next phase of the skatepark and the project is included in the City's FY14/15 adopted budget.

City staff advertised a Request for Proposals (#15-394) to solicit vendors for the design and installation of additional skatepark elements and received two proposals: Misiano Skateparks and American Ramp Company. The proposals were evaluated using the following criteria:

1. Quality (Experience, Reputation, and References)
2. Project Approach (Flow, Uniqueness, Play Value, Creative Design, Use of Space, Meeting User Needs and the Number of Components)
3. Budget Containment

Misiano Skateparks was ranked the highest firm after evaluation by City staff members. Misiano Skateparks provides custom poured-in-place concrete skate elements whereas ARC provides modular steel skate elements. Research, including speaking with local skateboarders, has shown that poured-in-place concrete skate elements are preferred over modular steel skate elements by both end users and maintenance personnel.

Every dollar of the grant funds will be focused on the actual skate elements within the park to enhance the recreational experience of the public. In addition to the grant funds, the City Commission appropriated \$20,000 in the FY14/15 adopted budget for other improvements to the skatepark, most of which will be used for the installation of a picnic shelter/shade structure near the skatepark.

**OTHER OPTIONS**

The City Commission may choose not to award the bid to Misiano Skateparks and may select the other vendor's proposal.

**FISCAL IMPACT**

None. This City will be reimbursed 100% of the expenditure by the FRDAP.

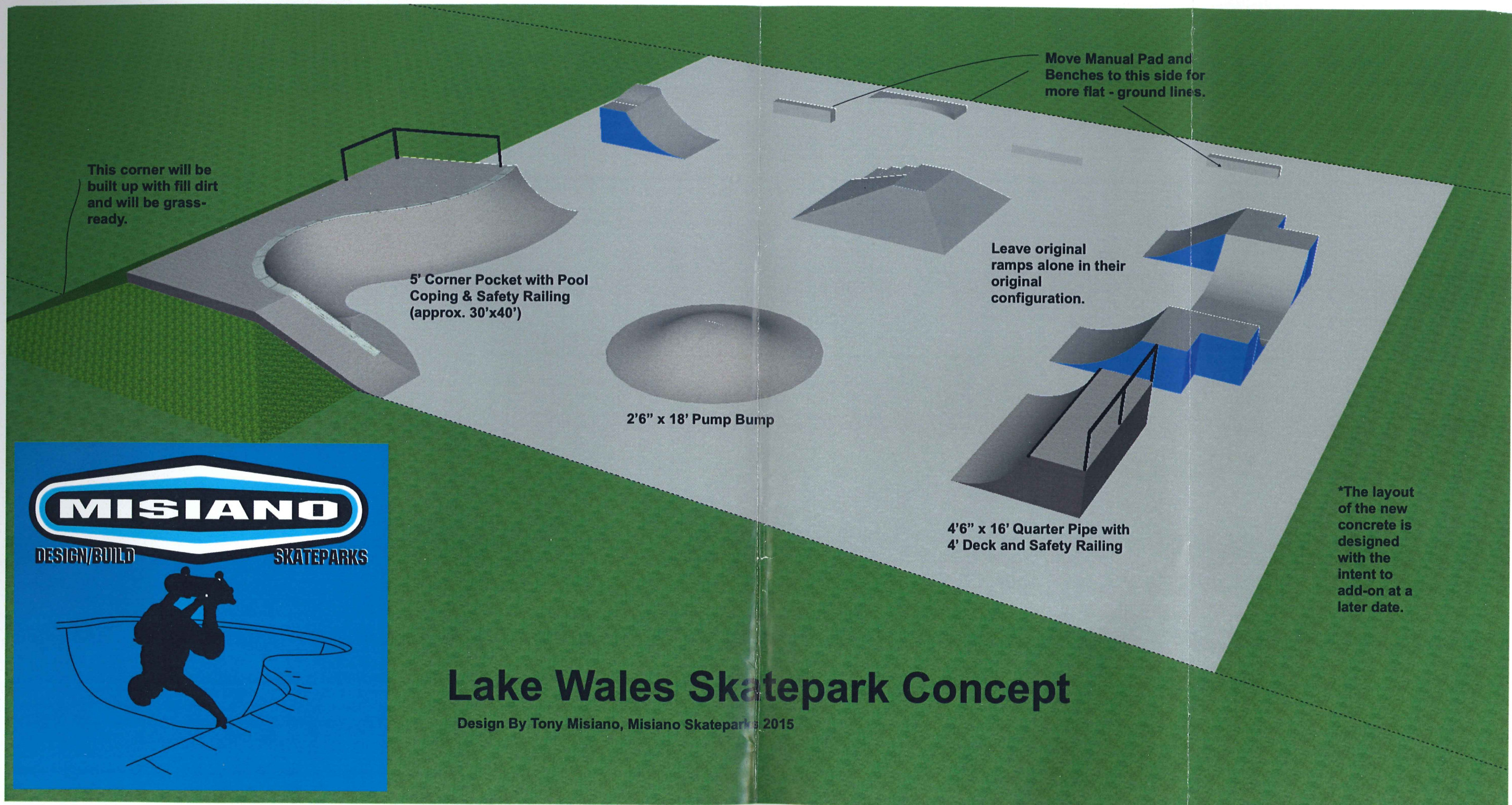
**ATTACHMENTS**

Misiano Design

American Ramp Company Design

Ranking Tabulation

Contract



This corner will be built up with fill dirt and will be grass-ready.

5' Corner Pocket with Pool Coping & Safety Railing (approx. 30'x40')

2'6" x 18' Pump Bump

Move Manual Pad and Benches to this side for more flat - ground lines.

Leave original ramps alone in their original configuration.

4'6" x 16' Quarter Pipe with 4' Deck and Safety Railing

\*The layout of the new concrete is designed with the intent to add-on at a later date.

**MISIANO**  
DESIGN/BUILD SKATEPARKS

# Lake Wales Skatepark Concept

Design By Tony Misiano, Misiano Skateparks 2015

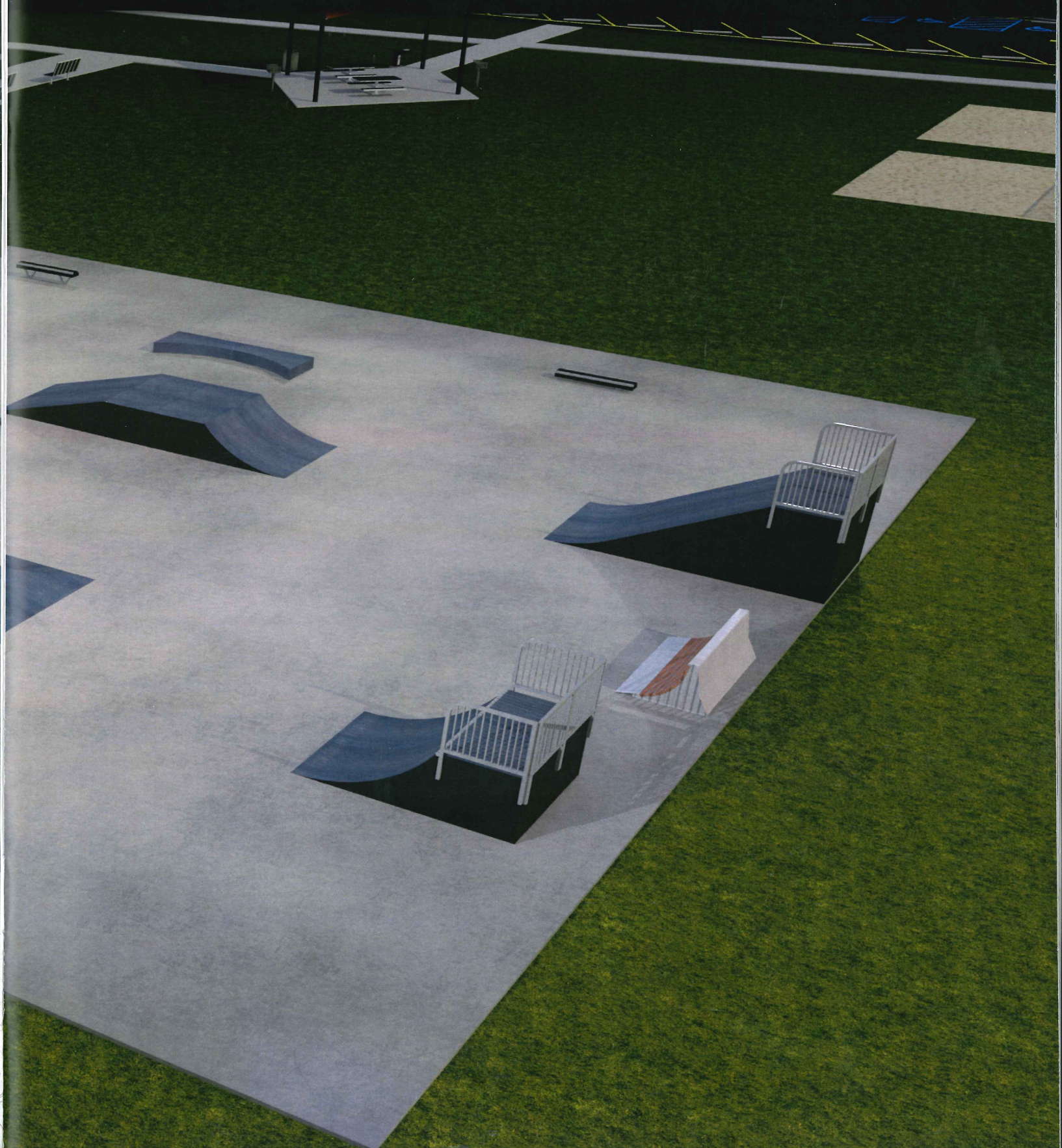


# LAKE WALES SKATEPARK

LAKE WALES, FL



# PROPOSED CONCEPT DESIGN



## RANKING TABULATION

### RFP #15-394 SKATE PARK ADDITIONS

Firm 1: Misiano Skateparks	Firm 9:
Firm 2: American Ramp Company	Firm 10:
Firm 3:	Firm 11:
Firm 4:	Firm 12:
Firm 5:	Firm 13:
Firm 6:	Firm 14:
Firm 7:	Firm 15:
Firm 8:	Firm 16:

EVALUATOR	SIGNATURE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
James Slaton		94	91													
Autumn DeBolla		85	75													
Jennifer Nanek		92	88													
Vincent Crawford		80	55													
<b>TOTAL</b>		351	309	0	0	0	0	0	0	0	0	0	0	0	0	0

The 1st Ranked Firm is:	Misiano Skateparks	The 4th Ranked Firm is:	
The 2nd Ranked Firm is:	American Ramp Company	The 5th Ranked Firm is:	
The 3rd Ranked Firm is:		The 6th Ranked Firm is:	

Rankings tabulated by:

signature

Date:

5/5/15

*Proposals to be Ranked:  
RFP #15-394 Skate Park Additions*

Skate Park Additions Ranking Sheet

Name of Community:	City of Lake Wales, Polk County, Florida
Name of Person Ranking Firms:	James Slaton
Date of Selection Committee:	4-May-15

Firm A:	Misiano Skate Parks
Firm B:	American Ramp Company
Firm C:	

EVALUATION FACTORS		POSSIBLE POINTS	Rank Weight	A	B	C
1.	Quality, Experience, Reputation and References		30	28.5	27.5	
2.	Project Approach (Flow, Uniqueness, Play Value, Creative Design, Use of Space, Meeting User Needs, # of Skate Components)		60	55.5	53	
3.	Ability to Meet Schedule and Budget Containment		10	10	10	
4.						
5.						
TOTAL				0	0	0

The First Ranked Firm is:	
The Second Ranked Firm is:	
The Third Ranked Firm is:	

Proposal Ranked by:

James Slaton

Signature:

Ranking Converted by:

Autumn Brown

Signature:

*Proposals to be Ranked:  
RFP #15-394 Skate Park Additions*

Skate Park Additions Ranking Sheet

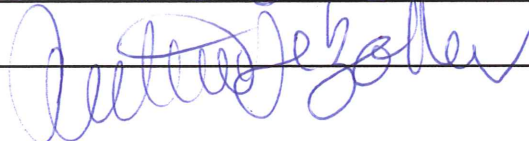
Name of Community:	City of Lake Wales, Polk County, Florida
Name of Person Ranking Firms:	Autumn DeBolla
Date of Selection Committee:	4-May-15

Firm A:	Misiano Skate Parks
Firm B:	American Ramp Company
Firm C:	

EVALUATION FACTORS		POSSIBLE POINTS	Rank Weight	A	B	C	D	E	F
1.	Quality, Experience, Reputation and References		30	20	25				
2.	Project Approach (Flow, Uniqueness, Play Value, Creative Design, Use of Space, Meeting User Needs, # of Skate Components)		60	55	40				
3.	Ability to Meet Schedule and Budget Containment		10	10	10				
4.									
5.									
TOTAL				85	75	0			

The First Ranked Firm is:	Misiano Skate Parks
The Second Ranked Firm is:	American Ramp Company
The Third Ranked Firm is:	

Proposal Ranked by: Autumn DeBolla

Signature: 

*Proposals to be Ranked:  
RFP #15-394 Skate Park Additions  
Skate Park Additions Ranking Sheet*

Name of Community:	City of Lake Wales, Polk County, Florida
Name of Person Ranking Firms:	
Date of Selection Committee:	4-May-15

Firm A:	Misano Skate Parks
Firm B:	American Ramp Company
Firm C:	

	EVALUATION FACTORS	POSSIBLE POINTS	Rank Weight	A	B	C
1.	Quality, Experience, Reputation and References		30	28	27	
2.	Project Approach (Flow, Uniqueness, Play Value, Creative Design, Use of Space, Meeting User Needs, # of Skate Components		60	56	52	
3.	Ability to Meet Schedule and Budget Containment		10	8	9	
4.						
5.						
	TOTAL			92	88	0

The First Ranked Firm is:	Misano Skate Parks
The Second Ranked Firm is:	American Ramp Company
The Third Ranked Firm is:	

Proposal Ranked by: Jennifer Nanek

Signature: 

Ranking Converted by: Autumn Brown

Signature: \_\_\_\_\_



*Proposals to be Ranked:  
RFP #15-394 Skate Park Additions  
Skate Park Additions Ranking Sheet*

Name of Community:	City of Lake Wales, Polk County, Florida
Name of Person Ranking Firms:	<i>Wesley S. Crawford</i>
Date of Selection Committee:	4-May-15

Firm A:	Misano Skate Parks
Firm B:	American Ramp Company
Firm C:	

EVALUATION FACTORS	POSSIBLE POINTS	Rank Weight	A	B	C	D	E	F
Quality, Experience, Reputation and References		30	<i>20</i>	<i>20</i>				
Project Approach (Flow, Uniqueness, Play Value, Creative Design, Use of Space, Meeting User Needs, # of Skate Components		60	<i>50</i>	<i>30</i>				
Ability to Meet Schedule and Budget Containment		10	<i>10</i>	<i>5</i>				
TOTAL			<i>0</i>	<i>0</i>	<i>0</i>			

The First Ranked Firm is:	
The Second Ranked Firm is:	
The Third Ranked Firm is:	

Proposal Ranked by:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Ranking Converted by:

*Autumn Brown*

Signature:

\_\_\_\_\_



**CONTRACT FOR CONSTRUCTION**

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between **MISIANO CONSTRUCTION & REMODELING, INC.**, a Florida corporation (“Contractor”); and the City of Lake Wales (“Owner”), and if more than one property owner, then “Owner” shall mean each property owner, jointly and severally.

**CONSTRUCTION LIEN LAW**

**ACCORDING TO FLORIDA’S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

In consideration of the mutual promises and covenants in this Agreement, Owner and Contractor agree as follows:

- 1. Parties. The parties to this Contract are:

**CONTRACTOR: Misiano Construction & Remodeling, Inc.**  
2908 Nordman Avenue  
New Smyrna Beach, Florida 32168  
(386) 785-3204; (386) 663-7119 [fax]

**OWNER(S):** City of Lake Wales  
**ADDRESS:** 201 West Central Avenue  
**CITY, STATE, ZIP:** Lake Wales, FL 33853  
**PHONE:** (863) 678-4182

- 2. The property upon which the Work is to be performed is:

## CONTRACT AGREEMENT

### PURCHASE AND INSTALLATION OF SKATEPARK EQUIPMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Lake Wales, with offices located at 201 W. Central Avenue, Lake Wales, Florida (the "City) and Misiano Skateparks, Inc. (the "Contractor").

#### 1. SCOPE OF WORK

Contractor shall perform all necessary services, shall procure, order and furnish all of the required materials, labor and equipment, to complete all of the work called for and described in Exhibit A "Scope of Work", attached hereto, and in this Agreement (all hereinafter referred to as the "Agreement") .

#### 2. WORK CONDITIONS

Contractor represents that it has received and has had an opportunity to examine and has fully acquainted itself with all the conditions relevant to the work to be performed, and the site of the work, and assumes the risk of any variances between the actual conditions relevant to the work and the same as shown or represented in Exhibit A; that it has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work, and bases its conclusions to execute this Agreement on such investigation, independent of any other information prepared or furnished by the City or others; and Contractor will satisfactorily complete the work in accordance with the provisions of this Agreement, and will assume full and complete responsibility for such conditions relevant to the work, the site of the work, and all risks in connection therewith.

#### 3. TIME OF COMPLETION

TIME IS OF THE ESSENCE. Contractor will start the work within 120 days after notification from the City and shall complete the work in accordance with the Agreement on or before the date set forth in Exhibit A. Completion will be deemed to have occurred upon final acceptance by the City of the work in accordance with the paragraph entitled "Inspection and Acceptance".

#### 4. CONTRACT PRICE

The City shall pay Contractor for the performance of the work under this Agreement the sum set forth in Exhibit B, attached hereto, in accordance with the milestone schedule therein (hereinafter referred to as the "Contract Price"). The Contract Price: (a) does not include any state or local sales, use or other tax from which an exemption is available for purposes of this Agreement, and (b) includes all other applicable federal, state and local taxes in effect as of the date of this Agreement, as well as all transportation, packing and insurance charges and fees not listed herein.

#### 5. PAYMENTS

Contractor shall submit an invoice for the costs of work upon completion of the work. All invoices shall describe, in detail, all work performed. City shall make payment 30 days after receipt of an acceptable invoice; provided, however, that no payments shall be due until Contractor has received a final and approved inspection by the City and the Contractor has delivered to the City complete releases of all claims of Contractor and its laborers, materialmen and subcontractors performing work or furnishing material hereunder, all in a form satisfactory to the City.

Any payment otherwise due hereunder may be withheld by City upon evidence of default by Contractor in the performance of its obligations. Upon completion of the work and the acceptance in writing thereof by the City, the payment due Contractor of the Contract Price will be paid by City to Contractor within thirty (30) days of receipt of the invoice.

#### 6. CHANGES

The City may, at any time by a written change order, make changes in the work and/ or the Exhibits; omit certain work and/or require additional work to be performed by Contractor. If such changes, additions, or omissions cause an increase or decrease in the amount or character of the work performed hereunder, then an equitable adjustment of the Contract Price and to the time of completion shall be agreed upon by City and Contractor and incorporated in an amendment to this Contract. Contractor agrees to make no change, addition or omission in the work without prior written direction from the City Public Works Director.

## 7. MATERIALS, EMPLOYEES AND SUBCONTRACTORS

A. All materials shall be new and both workmanship and materials shall be of good quality. Contractor shall, if required by City, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by the City, and all materials thereafter furnished by Contractor shall be in strict accord with such approved samples.

B. Contractor is an independent contractor and will employ only competent, careful, orderly and fully trained persons and shall at all times enforce strict discipline and good order among its employees and subcontractors. Upon notification by City that the conduct of any person employed by Contractor or a subcontractor is unsatisfactory to City, Contractor will immediately remove such person from the work.

## 8. PERMITS AND REGULATIONS

The City of Lake Wales Building Official confirmed that any permitting or fees associated with this project are waived. The contractor during the progress of work under this Agreement, will give all notices and comply with all laws, ordinances, codes, rules and regulations of every kind and nature now or hereafter in effect promulgated by any Federal, State, County, or other Governmental authority, relating to the performance of work under this Agreement.

A. Contractor agrees to indemnify the City, its elected and appointed officials, employees, or agents from liability or penalty which may be imposed by reason of an asserted violation of such laws, ordinances, codes, rules or regulations. On completion of the work, Contractor will submit original Certificates of Inspection and Acceptance and of Occupancy.

## 9. SAFETY

Contractor agrees to protect its own employees and work and its subcontractor's work and be responsible under all circumstances for their condition until City's acceptance of the entire project and to protect adjacent property from injury arising out of such work. Contractor agrees to abide by and observe all standards and regulations of the Occupational Safety and Health Administration which are applicable to the work performed. Contractor recognizes the work may involve exposure to toxic and other hazardous substances and use of potentially dangerous equipment regarding high knowledge and skill levels to operate safely.

## 10. TITLE TO THE WORK

The title to all work completed or in the course of construction or installation at the site and of all materials and equipment on account of which any payment has been made by the City to Contractor, shall be in the City; provided, however, nothing in this paragraph shall be construed as affecting the City's right of accepting or rejecting the work in accordance with this Contract. Title to and risk of loss of all other materials, equipment and tools delivered to the site shall be and remain in the Contractor or its subcontractors.

## 11. INSPECTION AND ACCEPTANCE

A. The City shall have access to and the right to inspect all material, equipment and work in the course of construction. The City shall have the right to reject defective material, equipment and workmanship, and rejected workmanship shall be satisfactorily replaced with acceptable material and equipment.

B. Final acceptance by the City shall be made as promptly as practicable after completion and inspection of all work required hereunder. Acceptance shall be final and conclusive except as regards latent defects, fraud or gross mistakes, or with respect to City's right under the paragraph entitled "Warranty".

C. Final acceptance shall be evidenced by City's certification to the Contractor that all work has been completed, inspected and accepted by the City.

## 12. WARRANTY

A. Contractor warrants that the work to be performed hereunder, and the materials and equipment to be furnished shall be free from all defects in equipment, material, design or workmanship, shall meet all requirements of this Contract, and shall be suitable for the purpose intended for a period of one (1) year from the date of the City's acceptance of the work, unless a longer period is provided for by Contractor. During the warranty period. Contractor hereby:

(1) indemnifies and holds harmless the City, its elected and appointed officials, employees, or agents from and against all loss or damage arising out of or in connection with any such defects, and

(2) Agrees on notice from the City to Contractor promptly to remedy and cure any such defect at the sole cost and expense of Contractor as set forth below.

B. Upon discovery of any defect within the warranty period provided, the following conditions shall apply:

(1) the City shall furnish written notice to the Contractor of the item or work involved;

(2) within ten (10) days after receipt by the Contractor of City's notice, Contractor shall provide the following information in writing to the City:

a. acknowledgement of the notification given by the City of the defect;

b. the corrective action to be taken by the Contractor to remedy the defect;

c. disposition instructions regarding the defective item or work;

d. the date that the defective items or work shall be repaired or replaced as required or, with the advance approval of the City, a proposed price reduction to this Contract for the City's consideration.

C. Contractor shall, if required by City, furnish samples or other satisfactory evidence as to the kind and quality of materials as directed by City, and all materials thereafter furnished by Contractor shall be in strict accord with such approved samples.

D. In addition to other rights and remedies provided in this paragraph, all subcontractors', manufacturers' and suppliers' warranties, express or implied, applicable to any material, equipment, parts, property and services furnished under this Contract shall be enforced by the Contractor for the benefit of the City and survive acceptance and payment.

E. Whether goods are being sold, leased or rented, or services are being performed hereunder, the parties have all rights, duties and remedies provided by the Uniform Commercial Code, including inspection, rejection, revocation of acceptance and all implied and express warranties.

### 13. INSURANCE

A. During the term of this Agreement and at all times that Contractor performs services for City, Contractor shall, at its sole cost and expense, procure and maintain insurance policies from a licensed carrier with the following minimum limits and coverage:

(1) Comprehensive general liability insurance for a limit of \$500,000 each occurrence and \$1,000,000 in the aggregate, including but not limited to coverage for bodily injury and property damage.

(2) Statutory worker's compensation insurance as required by law.

(3) Employer's liability insurance covering all Contractors' employees associated with this Agreement in amounts not less than \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.

(4) Comprehensive automobile liability insurance to a single limit of liability for each accident of not less than [\$1,000,000].

B. Certificates of Insurance evidencing the required coverage and limits shall be furnished to City before any Work is commenced hereunder and shall provide that there will be no cancellation or reduction of coverage without thirty (30) days prior written notice to the City. Certificates of such insurance shall name City as Additional Insured on such policies. The certificates of insurance should also state specifically that the indemnity contained in this Agreement is covered.

C. Contractor shall require that each subcontractor provide and maintain at all times during the term of this Agreement insurance equivalent to that which is required of Contractor.

### 14. INDEMNIFICATION

A. Contractor shall defend, indemnify and save the City, its elected and appointed officials, employees, or agents harmless from and against all liabilities, claims, costs,



damages and expenses (including attorneys' fees) for personal injuries, death or property damage (including theft) to the extent arising out of or in connection with:

(1) The negligence or intentional act or omission of Contractor, its employees, agents, representatives and subcontractors; or

(2) Contractor's breach of this Agreement; or

(3) Labor, materials, services, or supplies furnished by subcontractors or suppliers of Contractor and from all related liens, including without limitation, laborer's, materialmen's or mechanics' liens.

## 15. BONDS

If required by City, the Contractor shall furnish performance and payment bonds in form and amount satisfactory to City. Contractor represents that the Contract Price does not include any amount for the cost of performance or payment bonds.

## 16. PLANS AND SPECIFICATIONS; CITY EQUIPMENT AND DOCUMENTS

A. All plans and specifications drawn by Contractor shall be submitted to the City for written approval prior to commencement of work or procurement of materials. Copies of such plans and specifications shall be furnished to City, and all designs, specifications, improvements, inventions and all rights pertaining thereto, developed in the course of performance of this Contract, shall be promptly disclosed to, and shall become the sole and exclusive property of the City.

B. All drawings, specifications, plans and other documents, whether tracings or originals, furnished by City to Contractor shall remain the property of City, and Contractor shall make no copies or use of such drawings specifications, plans or documents except in performance of the Work under this Contract. All such documents shall be returned to the City upon completion or termination of this Contract. Contractor and its subcontractors will treat as confidential all City information, including plans, policies, requirements, financial and employment activities, specifications, drawings, blueprints and documents.