



**INVITATION TO BID**

**CONTRACT DOCUMENTS FOR**

**FY 2017 MILLING AND RESURFACING PROJECT**

**Town of Dundee**  
**P.O. Box 1000**  
**202 East Main Street**  
**Dundee, Florida 33838-1000**

Prepared by:  
Ryan J. Taylor  
Town Manager  
August 2016

## Table of Contents

INVITATION TO BID .....	3
PROJECT DESCRIPTION.....	4
GENERAL TERMS AND CONDITIONS OF BID .....	5
SPECIFIC CONDITIONS.....	6
G.P. 1 – CHANGES AND EXTRAS .....	6
G.P. 2 – INDEMNIFICATION AND INSURANCE.....	6
G.P. 3 – CONTRACTOR’S RESPONSIBILITY .....	7
G.P. 4 – PROSECUTION OF WORK.....	7
G.P. 5 – LAYOUT WORK.....	8
G.P. 6 – WORKING CONDITION.....	8
G.P. 7 – MILLING .....	8
G.P. 8 – STRIPING .....	8
G.P. 9 – UNEXPECTED PROBLEMS.....	9
G.P. 10 – SWEEPING.....	9
G.P. 11 – PRIMER .....	9
G.P. 12 – ASPHALT SURFACE.....	9
G.P. 13 – ASPHALT FEATHERING.....	9
G.P. 14 – MANHOLE/WATER VALVE ADJUSTMENTS .....	9
G.P. 15 – TRAFFIC.....	9
FY 2017 SCHEDULE.....	11
CONTRACT.....	13



**INVITATION TO BID**  
**FY 2017 MILLING AND RESURFACING PROJECT**  
**Public Services Department**

The Town of Dundee is soliciting bids from qualified vendors for the FY 17 Milling and Resurfacing Project for the Public Services Department. It will be the responsibility of the Contractor to measure and verify the project areas. The following roads proposed for bidding are:

1. Lake Marie Boulevard between Scenic Highway 17 and Lake Trask Road (approx. 1.25 mi.) Width varies 20' to 22'. No curbing
2. Harmon Avenue between Scenic Highway 17 and Valentina Drive (approx 0.10 mi.) Width 20'. Modified Miami Curbing

A **pre-bid meeting** (optional) will be held at Town Hall on **Thursday, September 22, 2016 at 10:00am**. Questions may be submitted to the Town Clerk until 5:00pm on **Tuesday, October 4, 2016**. Bids will be accepted **until 4:00pm on Friday, October 14, 2016** at which time they will be publicly opened and read aloud. For more information regarding the request for proposal, please contact **Deena Ware, Town Clerk, 863-438-8330, x-222 or by e-mail at [dware@townofdundee.com](mailto:dware@townofdundee.com)**

Bids should be submitted to:

Office of the Town Clerk  
Attn: Deena Ware  
Town of Dundee  
P.O. Box 1000  
202 East Main Street  
Dundee, Florida 33838

Bids should be submitted in duplicate in a sealed envelope clearly marked with **FY 2017 Milling and Resurfacing Project**, with the name of the bidder, date and time of the bid opening.

\_\_\_\_\_  
Ryan J. Taylor  
Town Manager

## PROJECT DESCRIPTION

### STATEMENT OF INTENT

It is the intention of the Town to mill and resurface the referenced roads and provide necessary striping.

### SCOPE OF WORK

The CONTRACTOR agrees to furnish all the labor, tools, materials and equipment necessary to complete in every detail the street resurfacing in strict accordance with the Contract Documents.

**UNIT COSTS:** While it is the Town's intent to purchase all of the items provided in these specification, the unit cost provided on the bid document shall be utilized in the event it becomes necessary to reduce or increase the quantity purchased.

**PAYMENT:** The CONTRACTOR shall be entitled to one final payment only. Before any payment is made, the CONTRACTOR shall furnish to the Town a complete itemized bill. Final payment will be made within thirty (30) days after the completion of the work and acceptance of the work by the Town. Final payment shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall remedy any defects due thereto and pay for any damages to other work resulting there from which shall appear for a period of one (1) year from the date of final acceptance.

**RESERVATION OF RIGHTS:** The Town reserves the right to reject any and all bids, to waive any technicalities in the bid process, to award any bid or portion of a bid which is deemed to be the most advantageous to the Town of Dundee and to make such investigations as are deemed necessary to determine the ability of the vendor to perform the services requested.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
---

## GENERAL TERMS AND CONDITIONS OF BID

1. **PRICES:** All prices shall be F.O.B. destination at the various job sites. No other costs will be permitted to the vendor beyond those stated in his bid.
2. **WARRANTIES:** The OWNER shall be provided with full manufacturer's warranty as a condition of the award. The warranty shall be stated on the bid form for each product specified. The successful bidder must provide the OWNER with any and all instructions, manuals and directions for proper cleaning and maintenance of all items bid. (The CONTRACTOR shall warrant against all defects in material and workmanship for a period of one year.)
3. **INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING/PRE-BID MEETING:** If any person contemplating submission of a bid for items contained in this bid is in doubt regarding the true meaning of any part of the contract documents, you may submit questions to **Deena Ware, Town Clerk 863-438-8330, x-222 or e-mail [dware@townofdundee.com](mailto:dware@townofdundee.com)** for an interpretation to provide clarification. **A pre-bid meeting (optional) will be held on September 22, 2016 at 10:00am in Commission Chambers, Town Hall 202 E. Main Street, Dundee, 33838.** Questions may be submitted to the Town Clerk until 5:00pm on Tuesday, October 4, 2016.
4. **ERRORS AND OMISSIONS BY TOWN:** No vendor shall be permitted to use to their advantage any error or omission in this solicitation or specifications. If the vendor shall have any questions or desires a clarification or interpretation regarding any of the items specified, the vendor shall request such clarification in writing and any such clarifications shall be made available to all vendors.
5. **SUBMISSION OF BIDS:** Bids must be submitted **in duplicate** prior to 4:00pm, Friday, October 14, 2016 at which time the sealed bids will be publicly opened and read aloud. Bids should be submitted to:

Office of the Town Clerk  
Attn: Deena Ware  
Town of Dundee  
P.O. Box 1000  
202 East Main Street  
Dundee, Florida 33838
6. Bids must be **in duplicate** in a sealed envelope clearly marked **FY 2017 Milling and Resurfacing Project** and shall include the name of the bidder and the date and time of the bid opening.

### **SPECIFICATIONS**

See Attached.

### **BID FORM**

See Attached.

**SPECIFIC CONDITIONS**

**G.P. 1 - CHANGES AND EXTRAS**

The OWNER may at any time by written order, and without notice to the sureties, make changes within the general scope of this contract. If any change causes an increase or decrease in the cost or time required for the performance of this contract, then an equitable adjustment shall be made in the contract price. Such cost may be adjusted in writing only, and must be signed by both CONTRACTOR and OWNER. Likewise, any claim for extra charges by the CONTRACTOR must be agreed upon in writing by the OWNER prior to beginning such work.

**G.P. 2 - INDEMNIFICATION AND INSURANCE**

The CONTRACTOR agrees that he/she shall and will indemnify, hold harmless and defend the OWNER, their agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees) which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whatsoever (including the officers, agents, servants or employees of the CONTRACTOR or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the CONTRACTOR or subcontractors, their respective agents, servants or employees under or pursuant to this contract.

Without limiting his liability under this contract, the CONTRACTOR shall procure and maintain at their expense during the life of this contract insurance of the types and in the minimum amounts stated below:

1. Workmen's Compensation Insurance in full compliance with the Workmen's Compensation and Occupation Disease laws of the State of Florida.
2. Comprehensive General Liability

Bodily injury, including death	\$1,000,000 per person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence \$2,000,000 aggregate
3. Comprehensive Automobile Liability

Bodily injury, including death	\$1,000,000 per person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

The Comprehensive Liability Policy shall include blanket contractual liability coverage or a contractual liability endorsement covering the liability assumed by the CONTRACTOR under this agreement with limits not less than those specified in sub-paragraph 2 hereof. The certificates of insurance to be furnished hereunder shall reflect such coverage.

Said insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the OWNER. Before commencing any work hereunder, certificates evidencing the maintenance of such insurance shall be furnished to OWNER and shall contain the following statement:

***Insurance evidenced by this certificate will not be canceled or altered except ten (10) days after receipt by the Town of Dundee, Florida of written notice thereof.***

CONTRACTORS shall not subcontract the performance of any part of the work without requiring the subcontractor to procure and maintain insurance in the forms and amounts approved by the OWNER.

### **G.P. 3 – CONTRACTOR’S RESPONSIBILITY**

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the OWNER or relieving the CONTRACTOR from his liability as an independent CONTRACTOR and, as such, He shall be solely responsible for the method, manner and means by which He shall perform His work, including, but not limited to supervision and control of their own personnel and scheduling of the work required to insure its proper and timely performance and they shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the CONTRACTOR, and they shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The CONTRACTOR shall restore and make good at their own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the CONTRACTOR for any part of work done will not be considered as final acceptance of any work.

The CONTRACTOR agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulation in any manner affecting the work to be performed by the CONTRACTOR or subcontractors, including, without limiting the generality to the foregoing, the laws of the State of Florida.

### **G.P. 4 – PROSECUTION OF WORK**

The CONTRACTOR shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him. That superintendent’s name and phone number shall be furnished to the Town prior to the start of any work.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the Town Manager.

Time is of the essence to this contract and any failure by the CONTRACTOR to complete the job within the scheduled twenty (20) working days will result in the OWNER incurring additional expense. Accordingly, it is agreed that for each calendar day beyond the completion time of this contract that the work has not been completed, the CONTRACTOR shall be liable for and have deducted from his pay two hundred dollars (\$200) per day. As such, a precise schedule for the complete project shall be prepared by CONTRACTOR and approved by Town prior to the start of any work. It is estimated that this work will be done in early 2015.

#### **G.P. 5 - LAYOUT WORK**

The Town's Public Services Director will mark on the old pavement with paint, the start and stop of the street millings and resurfacings. The CONTRACTOR shall use the existing pavement edges as a guide for horizontal alignment. A straight and uniform center seam shall be created by the new asphalt overlay. All seams shall follow lane lines where multiple passes of the paving machine are required.

#### **G.P. 6 - WORKING CONDITION**

The CONTRACTOR will not work on or keep his equipment on any private property without the permission of the property OWNER involved. The CONTRACTOR, during the construction period may leave their rollers, paver, and other essential equipment on adjacent streets as long as no private driveways are blocked and all equipment is marked with reflective barricades. The CONTRACTOR shall be responsible for damages to any private property including trees, curbs, mailboxes, private yards and street signs. The CONTRACTOR shall not prime or resurface over any mud, dirt, paper or rock. All heavy accumulations shall be removed by the CONTRACTOR at his expense. No asphalt shall be placed in the rain or when the temperature is below 55°F.

#### **G.P. 7 - MILLING**

Majority milling work shall be done with a self-propelled grinding machine capable of removing approximately 6 ft. of in a single pass at a depth ranging from 1 to 2 inches. Unless otherwise noted, all milling shall be done to an average depth of 1 ½ inches. At adjoining concrete curbs, at least 1 ¼ inches of concrete shall be visible after milling is complete. All millings must be removed immediately from the pavement and must not be allowed to remain on the street more than one (1) hour. Care must be taken to avoid damaging manhole lids, water and gas valves, etc. As such, some chipping by use of a jackhammer may be required. The areas milled will not be the exact same as the areas overlaid.

At all street ends, a vertical butt joint 6' or 12' wide shall be cut to provide a smooth transition to the original pavement.

Millings shall belong to the Town of Dundee and will be hauled and dumped by the CONTRACTOR to a location no more than three (3) miles from site of project.

#### **G.P. 8 - STRIPING**

Striping shall consist of double yellow line in center lane with single white lines on shoulder. Shall include reflective pavement markers where appropriate.



#### **G.P. 9 – UNEXPECTED PROBLEMS**

If concrete slab replacement is needed on any streets after the milling operations, it will be done by the CONTRACTOR and resurfacing work may be delayed. The CONTRACTOR will not be charged working delays when concrete must be replaced, nor will he be compensated in any fashion for this delay.

#### **G.P. 10 – SWEEPING**

All surfaces to be overlaid shall be swept clean after the milling and again immediately prior to the placement of the final asphalt surface. Sweeping shall include the removal of mud, dirt, rocks, debris, and may require scraping. The sweeping must pick up the debris from the surface and not merely blow it onto adjacent yards. Payment will be on a lump sum basis for the estimated length of street paving.

#### **G.P. 11 – PRIMER**

The cleaned streets shall receive a tack coat at an approximate rate of (.05) gallon per square yard immediately prior to the placing of the final asphalt surface. The tack shall cover all surfaces and shall only be placed on one lane of the street at a time, and in a method to cause the least amount of tracking and inconvenience to the traveling public. The costs of the tack shall be included in the unit price for asphalt.

#### **G.P. 12 – ASPHALT SURFACE**

On top of the primer an average depth (compacted thickness) of 1 ½ inches of S-1 Recycled asphalt shall be uniformly laid. The mix shall be laid with a self-propelled spreader for all streets. The mix shall be placed to create a uniform crown (2%) in the pavement. Rolling shall be done with at least one 10 ton roller and one 2 to 5 ton roller all equipped with sprinkling systems in good operating condition.

#### **G.P. 13 – ASPHALT FEATHERING**

Vertical butt joints shall be milled at start and end of all resurfacings.

#### **G.P. 14 – MANHOLE/WATER VALVE ADJUSTMENTS**

Manholes, water valves, street grates, and other boxes in the existing pavement shall be chipped around to provide room for a 1 ½ inch thick overlay. If these items require risers to become level with the asphalt, the contractor will be responsible to do so. When this work is done the existing lids and covers must be cleaned of any asphalt, tar, or gravel so that an even final surface is created. This work must be done simultaneous with the paving operations.

#### **G.P. 15 – TRAFFIC**

Local traffic shall be able to use all streets during the reconstruction process. All private entrances shall be passable. The CONTRACTOR shall schedule his work to minimize hazards and delays, and shall take every possible effort to promote safety. Signs, barricades and flagmen shall be utilized to protect the traveling public and to prevent damage to their vehicles. The minimum number of signs shall include one for each direction of travel on each street. The signs must indicate the following:

Road Construction Ahead  
One Lane Road

All signs shall conform to MUTCD and be at least 30 inches in size, properly located in advance of the work and in good overall condition. No work shall commence until the appropriate signs are in place.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



## FY 2017 SCHEDULE

STREET	LENGTH (ft) Est.	WIDTH (ft) Est.	AREA (sf)	ASPHALT (tons)	MILLINGS (sy)
1. Lake Marie Blvd.	~6,500	20			
2. Harmon Ave.	~570	20			

\*Streets to be milled to one and one-half (1 ½) inch and all millings will be handled as described in G.P.7.



**BID FORM**  
**FY 2017 MILLING AND RESURFACING PROJECT**  
**PUBLIC SERVICES DEPARTMENT**

**RETURN DATE:**           **October 14, 2016 – 4:00pm**

**RETURN TO:**           Office of the Town Clerk  
 Attn: Deena Ware  
 Town of Dundee  
 P.O. Box 1000  
 202 East Main Street  
 Dundee, Florida 33838

ITEM	ESTIMATED QTY	UNIT BID	EXTENDED AMOUNT
1.			
2.			
		<b>TOTAL</b>	

**ALL BID FORMS SHOULD INCLUDE THE FOLLOWING INFORMATION:**

Company Submitting Bid: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Company Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

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

Print Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Title: \_\_\_\_\_



## CONTRACT

**AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between \_\_\_\_\_ hereinafter call the CONTRACTOR, and the Town of Dundee, Florida hereinafter called the OWNER,

**WITNESSETH** that:

**WHEREAS**, the CONTRACTOR has submitted a proposal with Schedule of Estimated Quantities and Prices dated \_\_\_\_\_ for milling resurfacing **FY 2017 Milling and Resurfacing Project** for the Town of Dundee, and

**WHEREAS**, the OWNER accepts said proposal and has awarded the work to the CONTRACTOR. NOW THEREFORE, the CONTRACTOR and the OWNER for mutual considerations state herein agree as follows:

### **ARTICLE 1. SCOPE OF WORK**

The CONTRACTOR agrees to furnish all the labor, tools, materials, and equipment necessary to complete in every detail the above mentioned street resurfacing and in strict accordance with the Contract Documents.

### **ARTICLE 2. TIME OF COMPELTION**

The CONTRACTOR shall commence work when notified in writing to proceed and shall complete the work within the 15 working days as provided for or pay liquidated damages of \$200 per day as provided in the General Provisions. It is understood that the rate of progress and time of completion are essential of this contract.

### **ARTICLE 3. ACCEPTANCE AND PAYMENT**

When the work specified under this contract has been fully completed in accordance with the terms hereof, the City Engineer shall make a final inspection and any defects found shall be remedied by CONTRACTOR. After final acceptance of the work by the Public Services Superintendent and receipt of the lien waivers, the CONTRACTOR shall receive final payment as determined in his bid, less any monies which are due and payable to the OWNER as liquidated damages.

### **ARTICLE 4. GUARANTEE**

The CONTRACTOR herby expressly guarantees the aforesaid work as to workmanship and quality of materials used in connection therewith for a term of one (1) year, commencing on the date of final acceptance of the work or improvements, and binds himself, his successors, or assigns, to make all replacements which may become necessary within that time due to non-conformity with the

specifications. Whenever notified by OWNER that said replacements are required, the CONTRACTOR shall at once make the same as directed, and at his own expense. If CONTRACTOR does not proceed with such replacements within ten (10) days of receipt of written notice, then OWNER shall have the power to cause the same to be made and to charge the cost thereof to CONTRACTOR. Nothing in this Section is intended as a maintenance guarantee.

**ARTICLE 5. CONTRACT DOCUMENTS**

The Contract includes this instrument, Notice to Bidders, Proposals, Schedule of Estimated Quantities and Prices, Standard Specifications with street map and any addenda or change orders which may be issued.

**WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in two original counterparts as of the day and year first above written.

Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

By: \_\_\_\_\_

**COUNTERSIGNED:**

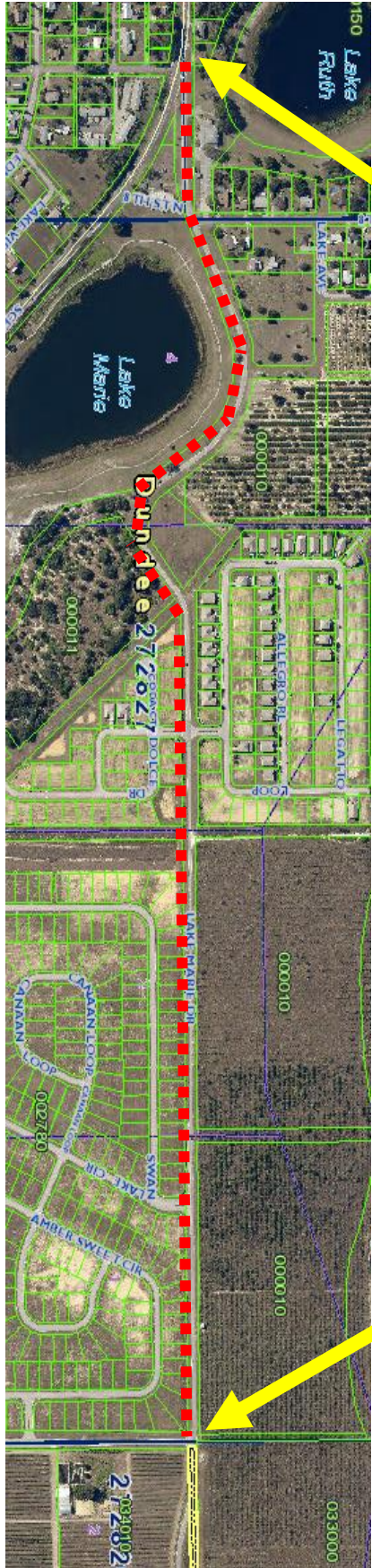
\_\_\_\_\_  
\_\_\_\_\_

**TOWN OF DUNDEE:**

By: \_\_\_\_\_

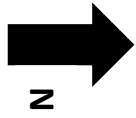
**ATTEST:**

\_\_\_\_\_  
Town Attorney



Lake Marie Blvd

Scenic 17 & Lake Marie Blvd



Lake Marie Blvd & Lake Trask Rd

Harmon Ave



Harmon Ave –  
between Scenic 17  
and Valentina Dr