



**Voluntary Pre-Bid Minutes**  
Town of Lake Park, Florida  
Bid No. 106-2016 Sanitation Vehicle  
Refurbishment Public Works Vehicle No. 45  
Wednesday, August 10, 2016 at 10:30 a.m.  
Commission Chamber, Town Hall, 535 Park Avenue

The voluntary pre-bid meeting was conducted on Wednesday, August 10, 2016 at 10:30 a.m. Present were Public Works Director David Hunt, Vehicle Maintenance Foreman Paul Mathis, Town Clerk Vivian Mendez and Administrative Assistant Shaquita Edwards.

Public Works Director Hunt called the meeting to order at 10:30 a.m. and thanked everyone for attending. He explained that the scope of work consisted of refurbishing the HEIL Half/Pack Front Loader body, including, but not limited to, structural repairs including the rebuild of the packer blade and blade components, cylinders (including the arm and fork cylinders), paint and body work, repair/replace hydraulic system controls, hydraulic pump and hoses, inspection and repair of electrical wiring and components, along with miscellaneous body repairs. He explained that public works vehicle number 45 was parked for pre-bid inspection at Town of Lake Park Public Works, 650 Old Dixie Highway, Lake Park, FL 33403 (561.881.3345).

Public Works Director Hunt explained that the Town Clerk would receive sealed bids in triplicate until 10:30 a.m. on Wednesday, August 24, 2016 at the Town of Lake Park Town Hall located at 535 Park Avenue, Lake Park, Florida 33403. Bids received after this time would be returned unopened. He explained that bid documents must be sealed and clearly marked, "SANITATION VEHICLE REFURBISHMENT, PUBLIC WORKS VEHICLE NO. 45; Town Bid No. 106-2016". He announced that bids would be opened and read aloud in the Town of Lake Park Commission Chambers at 10:30 a.m. on Wednesday, August 24, 2016. Award of the bid would be made at a Town of Lake Park Regular Commission Meeting and that public notice would be given at least 7 days prior.

Public Works Director Hunt explained that the bid would be awarded to lowest, responsive, and most qualified offeror. He explained page 39 of the project manual (see exhibit "A"). He explained items 14, 16 and 17 listed on pages 25-27 of the project manual (see exhibit "B"). He explained item 25 listed on page 29 of the project manual (see exhibit "C"). He explained pages 36-37 of the project manual (see exhibit "D") He explained pages 40-41 of the project manual (see exhibit "E").

A member of the audience asked for clarification of expected retainage item 27 listed on page 30 of the project manual (see exhibit "F"). Public Works Director Hunt stated, "The retainage will be assumed in the final invoice".

A member of the audience asked for clarification of page 9 section titled "Delivery" where it lists that the "Offeror agrees to not commence work without the following: Approved permit

for the project” (see exhibit “G”). Public Works Director Hunt stated, “There is no permit required for this project”.

Public Works Director Hunt explained that sealed bids would be received in triplicate by the Town Clerk until 10:30 a.m. on Wednesday, August 24, 2016 at the Town of Lake Park Town Hall located at 535 Park Avenue, Lake Park, Florida 33403. Bids received after this time shall be returned unopened.

There being no further questions from the audience or staff, Public Works Director Hunt thanked everyone for attending the meeting.

**ADJOURNMENT:**

The voluntary pre-bid meeting adjourned at 11:01 a.m.

  
Town Clerk Vivian Mendez



**BID FORM**

**SANITATION VEHICLE REFURBISHMENT  
PUBLIC WORKS VEHICLE NO. 45  
TOWN OF LAKE PARK**

**Bid No. 106-2016**

**Instructions: Remove this and all following pages, complete and execute, and submit in duplicate (1 Original and 2 copies) with your bid package (which includes drawings, offerors understanding, agreement information, instructions to offerors, scope of work, and technical specifications).**

In accordance with the plans and specifications noted in this Bid document, the **TOTAL BASE BID** for this project is:

\_\_\_\_\_ (\$ \_\_\_\_\_)

**Completion:** All work must be completed by \_\_\_\_\_, 2016. Work will be performed at contractor's or their sub-contractor's facility. Town will deliver and pick up vehicle at the contractor's facility.

**Required documents attached?** – (1 Original and 2 copies): (Yes or No)

- Bid Form (signed) \_\_\_\_\_
- Schedule of Bid Items \_\_\_\_\_
- Acknowledge Addenda No.(s)\_\_\_ (if issued) \_\_\_\_\_
- Clarifications/Exceptions \_\_\_\_\_
- Bid Security and Proof of Bonding Capabilities \_\_\_\_\_
- Proof of Existing Insurance Coverage \_\_\_\_\_
- List of References \_\_\_\_\_
- Licenses (copies of applicable licenses) \_\_\_\_\_
- List of Subcontractors and Prime Vendors \_\_\_\_\_
- Drug Free Workplace Certification \_\_\_\_\_
- Sworn Statement on Public Entity Crimes \_\_\_\_\_
- Anti-kickback Affidavit \_\_\_\_\_
- Certification of Non-segregated Facilities \_\_\_\_\_

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME & TITLE (TYPED or PRINTED): \_\_\_\_\_

days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.

**The protestant shall mail a copy of the notice of protest and the formal written protest to the finance director, and shall provide the town manager with evidence of such mailing.**

**Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the offeror and abrogation of any further bid protest proceedings.**

**14. BONDING**

The bonds shall comply with the terms and conditions detailed above in **CONTRACT AGREEMENT INFORMATION, 1. COMPETITIVE SEALED BID PROCESS, (j) Bid Security, Payment Bond, and Performance Bond.**

- (1) Bid security shall be required for all competitive sealed bidding contracts. Bid security shall be an original bid bond executed by a surety company admitted and authorized to do business in the State of Florida. Cash, a certificate of deposit, treasurer's check, or a certified cashier's check satisfactory to the town may be tendered in lieu of the bid bond. **Bid security shall be in the amount of five percent of the bid amount** to ensure bid compliance.
- (2) Bids or proposals which are submitted without the required bid security shall be rejected.
- (3) Any person, firm or entity that enters into a written construction contract with the town shall, before commencing the work, execute and deliver to the town within the time specified by the contract or procurement documents, a payment and performance bond, each in the amount equal to or greater than 100 percent of the total contract price.

The bonds shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. The required bonds shall also be recorded in the public records of Palm Beach County.

- (4) In lieu of the bond required by this section, a contractor may file with the town an alternative form of security in the form of cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in F.S. Chapter 625, pt. IL. Any such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section.

**15. POWER OF ATTORNEY**

Attorney-in-fact who signs Bid Bonds or Contract Bonds must file with such bond a certified copy of their Power of Attorney to sign such bonds.

The valid Power of Attorney shall reflect the true and lawful Attorney(s)-in-Fact, authorized/appointed to execute, seal and acknowledge on behalf of the Surety, all bonds,

undertakings, contracts and other written instruments in the nature thereof, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**16. RETURN OF BID SECURITY**

Upon request, bid bonds will be returned to those offerors which were not awarded a contract as the result of this opportunity. Bid surety's provided by virtue of a cashier's check, money order, or cash, shall be available for pickup by all offerors, with the exception of the recommended offeror, within five (5) business days after the posted Recommendation of Award. If the recommended offeror's surety is provided in the form of a cashier's check, money order or cash, it will be available for return upon the delivery of acceptable performance and payment bonds.

**17. INSURANCE REQUIREMENTS**

**Insurance coverage shall comply with the terms and conditions detailed above in CONTRACT AGREEMENT INFORMATION, 1. COMPETITIVE SEALED BID PROCESS, (k) Insurance Coverage.**

A current proof of insurance coverage issued not more than 30 calendar days prior to the submission of the bid documents demonstrating the required coverages shall be submitted with the offeror's bid documents.

**Certificate of Insurance shall be submitted to Town within fourteen (14) days of contract award notification.**

Contractor shall not commence work or make deliveries to the project site until satisfactory proof of insurance coverage ('Certificate of Insurance') is provided to the town. The town shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. The certificate(s) shall also reference the Project Name/Title to which the certificate applies.

It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts:

A. Worker's Compensation (for all employees and all subcontractors):

1. Applicable state and federal laws	Statutory	
2. Employer's liability limits	\$1,000,000	each accident
a) Disease-policy limit	\$1,000,000	
b) Disease-each employee	\$1,000,000	

- B. Comprehensive General Liability:
- |    |  |             |           |
|----|--|-------------|-----------|
| 1. | Per Occurrence (Inc. premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage) | \$1,000,000 |           |
| 2. | Contractual Liability Endorsement  | \$2,000,000 | aggregate |
- C. Business Auto Liability: (“Any-auto” policy, including hired and non-owned auto liability coverage)
- |    |   |             |  |
|----|---|-------------|--|
| 1. | Per Occurrence  | \$1,000,000 |  |
|    | or  |             |  |
| 2. | Combined single limit for bodily injury and property damage | \$1,000,000 |  |

All certificates of insurance shall be subject to the town’s verification and approval as part of the town’s evaluation of the bid or proposal. The town may require the contractor or vendor to provide a complete certified copy of the insurance policy(ies).

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best’s Insurance Guide: Financial Stability: B+ to A+.

**18. HOLD HARMLESS AND INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the town, its employees, agents and servants against any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly.

**The Town of Lake Park shall be named as an additional insured on the Certificate of Insurance.**

If the town defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents, or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the town for all expenses, attorney’s fees, and court costs incurred in defending such claim, cause of action or lawsuit.

**19. EXECUTION OF CONTRACT**

The Contract Agreement Form shall be signed by the contractor and satisfactory bonds and certificate of insurance furnished within fourteen (14) days after receipt of Notice of

Prospective offerors requesting consideration for an "or equal" approval shall submit a written request to the Town Clerk six (6) business days prior to the day of the bid opening.

24. GUARANTEE

Offeror guarantees that it will use only technically qualified individuals in the performance of this contract, and will perform the services in a workmanlike manner. Further, offeror certifies that it is legally able of offer, technically qualified to perform, and properly licensed to provide the required services to a Florida municipality. Offeror certifies that it's insurance carrier, as reflected on any certificates of insurance submitted with its bid, or subsequent to recommendation of award, is legally able to provide such insurance in the State of Florida, and that the insurance covers the work requested and performed.

25. CONTRACT TIME

The contract shall be completed and invoiced by \_\_\_\_\_, 2016.

The time for completion of the contract shall be forty-five (45) calendar days.

Once the contract start date is established, and a Notice to Proceed has been issued, the contract will be considered in-process as of the start date, and the count as to the number of days for completion of the project, will have commenced. Any extension to the number of days agreed to in advance (as reflected on the bid form), and commencing on the start date referenced in the Notice to Proceed, must be requested by the Contractor to the authorized agent for the Town. The Town must agree to the extension, or liquidated damages may commence.

26. LIQUIDATED DAMAGES

The Contractor shall pay to the town, as damages for non-completion of the work within the time stipulated for its completion, twenty-five dollars (\$25.00) for each and every calendar day exceeding the stipulated time of completion. This sum is hereby agreed upon, fixed, and determined by the parties hereto as liquidated damages that the Town will suffer by reason of such default and not by way of penalty. The Town is hereby authorized to deduct any liquidated damages from payments due to the Contractor. The calculation of the number of days the contractor has worked on the project will begin on the latter of the day a permit is approved and issued to the contractor, or the start date as agreed at the designated pre-construction meeting. From that day, the number of calendar days as shown on the contractor's submitted bid form will be added, creating a firm end date. Any work performed beyond the end date is subject to the assessment of liquidated damages (\$25 for each calendar day), unless an appropriate extension is requested and approved by the Town in writing.

**SCOPE OF WORK**

**SANITATION VEHICLE REFURBISHMENT  
PUBLIC WORKS VEHICLE NO. 45  
TOWN OF LAKE PARK**

**The work shall generally consist of refurbishing the HEIL Half/Pack Front Loader body (mounted on a 2009, Autocar WX64 chassis) including, but not limited to, structural repairs including the rebuild of the packer blade and blade components, cylinders (including the arm and fork cylinders), repair/replace hydraulic system controls, hydraulic pump and hoses, inspection and repair of electrical wiring and components, along with miscellaneous body repairs, body work, and cab and body paint job.**

**SIX MONTHS PARTS AND LABOR WARRANTY ON ALL REPAIR OR REBUILD ITEMS  
ONE YEAR PARTS AND LABOR WARRANTY ON ALL NEW REPLACEMENT PARTS**

**SPECIFICALLY:**

**HYDRAULIC SYSTEM CONTROLS** (See Schedule of Bid Items No. 3)

- Reseal Hydraulic Main Body Valves and Replace all Pneumatic Valves
- Replace all Main Valve Pneumatic Lines
- Inspect and Repair PLC System ensuring all functions work properly; Provide 'Alternate' quote if PLC System needs Replacement
- Replace all Hydraulic System Filters
- Replace Hydraulic Oil and Flush Hydraulic Tank
- Replace Hydraulic Tank Sight Gage

**PUMP AND HYDRAULIC WELDMENTS** (See Schedule of Bid Items No. 4)

- Replace Hydraulic Pump and Supply Hoses to Pump and Main Valves
- Rebuild Packer Cylinders and Replace all Hoses
- Rebuild Arm Cylinders and Replace all Lines and Hoses
- Rebuild Fork Cylinders and Replace all Hoses
- Replace Tailgate Lock Cylinders and Tailgate Lock Bushings
- Rebuild Tailgate Cylinders and Replace all Hoses
- Replace Hoses on Body Lift Cylinders

**BODY STRUCTURAL REPAIR** (See Schedule of Bid Items No. 5)

- Rebuild Packer Blade; Provide "Alternate" quote if Replacement Blade is necessary
- Rebuild Packer Blade Cylinder
- Replace Packer Blade Cylinder Pins and Bushings
- Replace Packer Blade Shoes and Replace Packer Blade Tracks (I.e., Rails)
- Rebuild Cab Protector; Provide "alternate" quote if replacement is necessary

**MISCELLANEOUS BODY REPAIRS** (See Schedule of Bid Items No. 6)

- Install New Tool Box on Tailgate ICC Bumper
- Replace Tailgate Seal
- Replace both Sump Door Seals
- Replace Tailgate Camera Cables

**BODY WIRING and ELECTRICAL COMPONENTS** (See Schedule of Bid Items No.'s 7a., 7b., 7c., & 7d.)

- Inspect and Repair Body Wiring to all Body Mounted Lamps; Provide Lump Sum Cost for Five (5) Hours on Task; Provide Hourly Rate for Any Hours Worked over Five (5) – **Advanced Written Approval from town Required before Proceeding**
- Replace Body Mounted Lamps and/or bulbs as needed; Provide Unit Price for One (1) Lamp, installed
- Inspect and Repair Body Wiring to all Body Mounted Proximity Switches; Provide Lump Sum Cost for Four (4) Hours on Task; Provide Hourly Rate for Any Hours Worked over Four (4) – **Advanced Written Approval from town Required before Proceeding**
- Replace Body Mounted Proximity Switches as needed; Provide Unit Price for One (1) Switch, installed

**PAINT and BODY WORK** (See Schedule of Bid Items No. 8)

- Chassis Cab is to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Cab to be Painted with Factory Color (White) Base Coat/Clear Coat
- Front Loader Body to be Prepped for Paint; Prime Repairs made to Body Damage and Rust Removal
- Paint Body (Note Color Change to Blue: DuPont™ Imron (or equal) Color Code – NO441NA); Color Change Requires Two Coats of Base with One Clear Coat.
- Apply town Decal Package; Town to provide material

**The contract shall be completed and invoiced by: \_\_\_\_\_, 2016.**

Questions/Clarifications to the Scope of Work will be discussed at the Pre-Bid Meeting. No interpretation of the meaning of the plans, specifications or other Contract Documents will be made to any offeror orally. Every request for such interpretation should be in writing (email preferred) and must be received by the Town Clerk at least five (5) business days prior to the date fixed for the opening of bids. (Per “Instructions to Offerors”, paragraph 9.)

Exhibit "E"

**REQUEST FOR PROPOSAL  
COMPETITIVE SEALED BID**

**TITLE: SANITATION VEHICLE REFURBISHMENT  
PUBLIC WORKS VEHICLE NO. 45  
HEIL Half/Pack Front Loader on a 2009, Autocar WX64**

**BID DUE DATE: AUGUST 24, 2016 at 10:30 a.m.**

**CONTACT PERSON WITH TOWN: David Hunt, Public Works Director      Tel. 561.881.3345**

**Please bid the following consistent with the Technical Specifications and information contained in the "List of Drawings" documents.**

**SCHEDULE OF BID ITEMS**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>QUANTITY</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT COST</u></b>	<b><u>ESTIMATED COST</u></b>
1.	<b><u>INDEMNIFICATION</u></b>	1	Job	\$100.00	\$ <u>100.00</u>
2.	<b><u>GENERAL CONDITIONS</u></b>	1	Job	L.S.	_____
3.	<b><u>HYDRAULIC SYSTEM CONTROLS</u></b> <b>Note:</b> Provide 'Alternate' quote (see below) if PLC System needs Replacement	1	Job	L.S.	_____
4.	<b><u>PUMP AND HYDRAULIC WELDMENTS</u></b>	1	Job	L.S.	_____
5.	<b><u>BODY STRUCTURAL REPAIR</u></b> <b>Note:</b> Provide 'Alternate' quote (see below) if Packer Blade needs Replacement - Provide 'Alternate' quote (see below) if Cab Protector needs Replacement	1	Job	L.S.	_____
6.	<b><u>MISCELLANEOUS BODY REPAIRS</u></b>	1	Job	L.S.	_____
7.	<b><u>BODY WIRING and ELECTRICAL COMPONENTS</u></b>				
7a.	Inspect and Repair Body Wiring to all Body Mounted Lamps; Insert hourly rate for task. This hourly rate shall be used for any time spent over the base bid of five hours. (Advanced Written Approval from town Required for additional hours)	5	Hours	_____	_____
7b.	Replace Body Mounted Lamps and/or bulbs as needed; Provide Unit Price for One (1) Lamp, installed	T.B.D.	Ea.	_____	_____



27. **PAYMENT**

In keeping with Florida Statute 218.735, payment for an accurate and accepted application for payment on a construction contract is due **20 days after it is stamped as "received" by the town**. If an "Agent", meaning a professional service company under contract to the town to provide construction-phase services in support of the project is engaged, then payment is due the contractor within twenty five (25) days of being stamped as "received" by the Agent. Application(s) for payment should be sent to the Public Works Director, David Hunt, located at 650 Old Dixie Highway, Lake Park, FL 33403, who will ensure that each application for payment is reviewed for accuracy, and then authorize the payment of the invoice, or the return of an unacceptable invoice.

**All applications for payment, with the exception of the application for FINAL payment shall reflect 10% retainage of the total value of the work completed.**

28. **PAYMENTS TO CONTRACTOR AND COMPLETION**

The town may employ an independent third party to perform inspections and approve applications for payments on this project. If the town does engage an agent on this project, the town will communicate at the pre-construction meeting, the specifics regarding to whom to send applications for payment, the roles of each party, etc.

Final payment will NOT be made until all requested work has been performed and accepted by the town, and contractor has passed a final inspection in accordance with the bid documents.

Upon satisfactory completion of the work and the contractor's submission of a sworn affidavit as evidence that he has paid all labor, materials and other charges against the project in accordance with the terms of the contract, the town's engineer or other agent on the project will issue a **Certificate of Contract Completion**.

29. **PERMITS, TAXES, LICENSES**

Contractor shall, at its own expense, obtain all necessary permits, pay all licenses, fees, and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to the business to be carried on under this contract. There is no requirement for a Notice of Commencement.

30. **FEDERAL AND STATE TAX**

The TOWN OF LAKE PARK is exempt from sales tax. Upon request, the authorized agent of the Town will provide an exemption certificate to the successful Offeror. Vendors or contractors doing business with the TOWN OF LAKE PARK shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any vendor/contractor be authorized to use the Town's Tax Exemption Number in securing such materials.

**PURPOSE OF BID**

The sole purpose of this bid is to refurbish the HEIL DuraPack Python body, including, but not limited to, structural repairs including the rebuild of the Python grabber arm assembly, paint and body work, repair/replacement of hydraulic system controls, hydraulic pump, cylinders, and hoses, inspection and repair of electrical wiring and components, along with miscellaneous body repairs per requirements of the specifications.

No Bid may be withdrawn for a period of ninety (90) days after submittal.

**DELIVERY**

Delivery of all products and services shall be F.O.B. Destination. All charges for freight and delivery shall be included in the bid price. All products and services must be delivered as bid. Any required return of products delivered in error or in a condition not conducive to the requirements of the project or suitable to the town, shall be done so at no cost to the town, and shall not delay the completion of the project.

All products and services must be delivered as bid. It is agreed by the offeror that by signing and delivering its bid, it is accepting the terms, conditions and specifications contained in these Contract Documents. Upon contract award, the Town will issue the Contract Agreement Form for signature, which represents the agreement between the parties, and the precedence of terms, if a conflict exists.

Offeror agrees to **not** commence work without the following:

- Fully executed Contract Agreement Form.
- Providing the Town of Lake Park with proof of proper licensure to perform this work, and properly registering with the Town as a vendor (if not already registered).
- Approved permit for the project.
- Receipt of a Town Purchase Order, referencing the project.
- A Notice to Proceed (NTP) issued from the Town (issuance of a Purchase Order will serve as the NTP unless otherwise agreed).

**REQUIRED SUBMITTAL ITEMS**

By signing the Bid Form, Contractor accepts all the terms and conditions which are expressed in this solicitation. Contractor is required to submit the following:

**ONE (1) ORIGINAL and TWO (2) COPIES of the following documents:**

- Bid Form (signed)
- Schedule of Bid Items
- All Addenda (signed and/or acknowledged on Bid Form)
- Clarifications/Exceptions Form
- Proof of Bonding Capabilities
- Proof of existing insurance\* in accordance with this solicitation (outlined in the **CONTRACT AGREEMENT INFORMATION, 1. COMPETITIVE SEALED BID PROCESS, (k) Insurance Coverage.**)