

CITY OF CEDAR KEY, FLORIDA

INVITATION TO BID

The City of Cedar Key, Florida hereby invites bids on the following project:

2019 Library Siding- West Side ONLY

The Bid will be awarded to the qualified and responsible bidder who submits the lowest price. Qualification and responsibility will be judged based on the non-monetary responses as set forth in the Bid Response Form and on information obtained by due diligence activities of the City. The lowest price will be determined by the amount set forth on the Bid Response Form. No alternative bids, conditional bids or bid variations will be accepted unless the City modifies this invitation to bid in writing, with the modification provided to all prospective bidders. The City reserves the right to reject any or all bids and to waive any informalities or irregularities in the bids.

Prospective bidders are invited to attend a pre-bid conference on January 29, at 9:00 am.

Seal bids are due and will be opened on February 13, 2019 at 9:00 am at the City of Cedar, City Hall 490 2nd St, Cedar Key, FL 32625.

CITY OF CEDAR KEY, FLORIDA

CONTRACT

2019 Library Siding

On _____, THE CITY COMMISSION OF THE CITY OF CEDAR KEY, FLORIDA, herein referred to as the **City**, accepted the bid of _____, herein referred to as the **Contractor**, for the 2019 West Side Library Siding located at 460 2nd St, Cedar Key, FL 32625 as stated in Scope of Work and the Contractor's bid response included in their entirety by reference at Exhibit "A" and as completely as if incorporated herein.

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Cedar Key City Commission and signed by the City Mayor and Contractor.

2. Intent of Contract:

This Contract is for the replacement of siding per the scope below of the West Side of the City Library with 3/8-inch CDX plywood sheathing over existing novelty siding. The Scope of Work, herein referred to as the West Side **Library Siding**, encompasses the foregoing and all descriptive work components described within Exhibit "A."

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting and engineering are mandatory. No work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall verify any existing permit(s) obtained by the City and shall provide notice to all regulatory agencies or parties having jurisdiction or interest in this contract. Contractor shall diligently pursue the completion of the City Hall Roof and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract.

Should Contractor be obstructed or delayed in the prosecution of or completion of the Library Siding as a result of unforeseeable causes beyond the control of the Contractor, and not due to its fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof or be deemed to have waived any right which Contractor may have to request a time extension.

4. Time for Performance:

Time is of the essence in the performance of the Library Siding under the Contract. Contractor shall commence the Library Siding no later than 2 days from receipt of Purchase Order and Notice to Proceed and complete all authorized Library Siding for the satisfactory approval and acceptance by the City not later than 45 days after the issuance of the Purchase Order and Notice to Proceed.

5. Compensation:

All payments upon contract are contingent upon the Library Siding being acceptable to the City. For satisfactory completion and acceptance of the Library Siding, the City agrees to pay the Contractor in accordance with the terms of this Agreement the total compensation sum of _____. No payment will be made until the Library Siding is complete and accepted by the City. In the event of a dispute as to whether the Library Siding has been completed in accordance with the specifications, the Contractor will be required to obtain, pay for and present the City with an opinion of a qualified engineer as to compliance with the specifications.

6. Changes in the Library Siding:

No changes to the Library Siding shall be made except upon written order of the City and the City shall not be liable to Contractor for any increased compensation without such written order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A written change order, shall be issued and executed by the Mayor, promptly after an agreement is reached between the Contractor and City concerning any requested changes. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds: N/A

8. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workman's Compensation Law for all employees and any of the work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, and Auto Liability Insurance, all with companies and in the form and amounts acceptable to the City. If any part of the work is sublet, similar insurance shall be provided by and in behalf of any subcontractors. Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. All binders, policies, or certificates of insurance shall provide for at least thirty days' notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

9. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom.

10. Cancellation:

City reserves the right to cancel this Contract prior to issuance of Purchase Order and Notice to Proceed.

11. Performance of Work/Responsibilities:

The performance of work and responsibilities hereto are outlined and made a part hereof as identified in Exhibit "A"

12. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly executed and notarized Final Release and Affidavit regarding the Library Siding and such other documentation that may be required by the Contract or the City.

13. Termination for Default:

The Contract will remain in force for the full period specified and until the City Mayor or his/her designee determines that all requirements and conditions have been satisfactorily met and the City Mayor or his/her designee has accepted the City Hall Roof under the Contract Documents. However, the City Mayor will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the work required or comply with the other requirements of the Contract.

In the event the City Mayor decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Mayor will give the Contractor five (5) days' notice, whereupon the Contract will terminate, unless during the notice period the Contractor cures the failure to perform or meets its other responsibilities under the Contract to the satisfaction of the City Mayor. Upon Contract termination for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor with an amount equal to all additional costs required to be expended by the City to complete the work covered by the Contract, including costs of delay in completing the project, being subtracted from such compensation.

14. Miscellaneous:

The parties intend that this Contract and the relationship of the parties shall be governed by the laws of the State of Florida.

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

Nothing in this Agreement is intended to nor shall be construed to waive the CITY's rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time. The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be exclusively in Levy County, Florida and nowhere else. The parties further agree that any controversy which may arise under this agreement would involve complicated and difficult factual and legal issues. Therefore, any action brought by one party against the other party, brought by one party, alone or in combination with others against the other party, whether arising out of this agreement or otherwise, shall be determined by a judge sitting without a jury.

In any dispute relating to this contract each party shall be responsible for its respective attorney's fees and costs.

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

Contractor shall comply with Florida Public Records Laws, specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Cedar Key in order to perform the service.

- (b) Provide the public with access to public records on the same terms and conditions that the City of Cedar Key would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Cedar Key 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 City of Cedar Key in a format that is compatible with the information technology systems of the City of Cedar Key.

As to the City:

As to the Contractor:

City Mayor: Heath Davis
 City of Cedar Key
 PO BOX 339
 Cedar Key, Florida 32625

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the ____ day of _____, 2019.

CITY OF CEDAR KEY

By: _____
 Heath M. Davis, Mayor

ATTEST:

 Nicole Gill, City Clerk

APPROVED AS TO LEGAL FORM:

 Norm D. Fugate, City Attorney

CONTRACTOR:

By: _____

 Witness

 Witness

EXHIBIT "A"

SCOPE OF WORK

2019 Cedar Key Library Siding/west side only

The Scope of work will include:

- Removal of existing wood window and door trim
- Installing 3/8inch CDX plywood sheathing over existing novelty siding.
- Moisture barrier house wrap to be installed over the new plywood.
- New Harditrim would be installed around windows and doors.
- New Hardipanel lap siding that has the appearance of novelty siding to be installed over the CDX plywood with stainless steel ring shank nails.
- Two coats of exterior acrylic latex paint to be applied to new trim and siding.
- Haul away all trash and discarded materials.

CITY OF CEDAR KEY, FLORIDA
2019
BID FORM: LIBRARY SIDING- WEST SIDE

Bid submitted by:

Company:

Address:

City & State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Number of Years in Business: _____

E-Mail: _____

Total Bid Price: \$ _____

Previous related experience (minimum four projects):

Current work commitments:

Evidence of proper licensing to perform required services in the State, County, and City (attach).

Evidence of Required Insurance (attach).

Witnesses:

Name: _____
By: _____

BIDDER:

Name: _____
By: _____