

CITY OF CEDAR KEY, FLORIDA

INVITATION TO BID

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

**2018 MARINA CHANNEL MAINTENANCE DREDGE
CEDAR KEY CITY MARINA ENTRANCE CHANNEL**

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.

A mandatory pre-bid conference will be held on May 17, 2018 at 9:00 am.

Seal bids are due and will be opened on May 31, 2018 at 9:00 am at the City of Cedar, City Hall 490 2nd St, Cedar Key, FL 32625.

CITY OF CEDAR KEY, FLORIDA

CONTRACT

2018 MARINA CHANNEL MAINTENANCE DREDGE
CEDAR KEY CITY MARINA ENTRANCE CHANNEL

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 2018 Marina Channel Dredging 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 demolition and construction of a walkway and finger docks on the North side of the inside marina at the Cedar Key City Marina, consisting of a walkway 235 feet long by five (5) feet wide and nine finger docks twelve (12) feet long by three (3) foot wide. The Scope of Work, herein referred to as the **Marina Dredge**, encompasses the foregoing and all descriptive work components described within Exhibit "A"

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is 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 Marina Dredge 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 Marina Dredge 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 Marina Dredge under the Contract. Contractor shall commence the Marina Dredge no later than 2 days from receipt of Purchase Order and Notice to Proceed and complete all authorized Marina Dredge Work for the satisfactory approval and acceptance by the City not later than 60 days after the issuance of the Purchase Order and Notice to Proceed.

5. Compensation:

All payments upon contract are contingent upon the Marina Dredge being acceptable to the City. For satisfactory completion and acceptance of the Marina Dredge, 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 Marina Dredge are complete and accepted by the City. In the event of a dispute as to whether the Marina Dredge have 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 Marina Dredge:

No changes to the Marina Dredge 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 Marina Dredge 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 Marina Dredge 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 t e r m i n a t i o n for the Contractor's failure to provide satisfactory contract performance, the Contractor will be entitled to receive compensation for Contract services s a t i s f a c t o r i l y 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:

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

As to the Contractor:

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 _____, 2018.

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

2018 Cedar Key City Marina Maintenance Dredge, as follows:

The Scope of Work will include: (i) verification of permitting; (ii) mobilization and demobilization; (iii) dredging of material; (iv) material containment and dewatering; and (v) transport of material.

The dredge area is depicted on the attached map. The dredge area is to be dredged to a depth of 5 feet below mean low tide.

Description of the channel area:

- Channel area to be dredged is approximately 450 feet in length by 50 feet in width.
- All dredging shall be within the channel markers.
- Outside dredge cuts of the channel shall be three (3) below mean low tide by four (4) in width to create a side slope in the channel.
- Dredged channel shall be dredged to a depth of 5 feet below mean low tide.
- Dredge area includes an area beneath the C Street bridge extending fifty (50) feet into the inner marina and a portion next to the North side of the bridge.
- Specifications for the dredge area width, depth and channel side slopes for the area under the bridge are shown on the attached sketch.
- Contractor to field verify all measurements and quantities.

All Work is to be performed in strict compliance with the permit issued by the State of Florida Department of Environmental Protection (FDEP).

The City will provide an area for the temporary storage of dredge material during dewatering, consisting of approximately 9,108 sq. ft.

The Scope of Work includes the transport of the material from the Cedar Key City Marina to the designated disposal site at, 3691 SW County Road 347. There is a possibility that all or a portion of the material may be required to be transported to an alternate location, so the bid should include a per mile cost for additional transport mileage.

**2018
BID FORM**

Bid submitted by:

Company:

Address:

City & State: _____ Zip Code: _____

Telephone: _____ Fax: _____

Number of Years in Business: _____

E-Mail: _____

Total Bid Price: \$ _____

Per Mile cost for additional Transport miles: \$ _____

Previous dredging 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: _____