

CONTRACT DOCUMENTS AND SPECIFICATIONS

For

CITY OF CRYSTAL RIVER

FIRE DEPARTMENT REROOFING PROJECT

BID NO. 19-B-01 REV 0



MAYOR AND CITY COUNCIL MEMBERS

JOE MEEK, MAYOR

KEN BROWN, SEAT# 1

CINDI GUY, SEAT# 2

PATRICK FITZPATRICK, SEAT# 3

ROBERT HOLMES, SEAT# 5

CITY MANAGER

DAVID BURNELL

CITY ATTORNEY

HOGAN LAW FIRM

PUBLIC WORKS DIRECTOR

BEAU KEENE, P.E.

**CITY OF CRYSTAL RIVER
DEPARTMENT OF PUBLIC WORKS**

123 NW HIGHWAY 19

CRYSTAL RIVER, FLORIDA 34428

(352) 795-4216

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BID NO. 19-B-01 REV 0

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A. INVITATION TO BID

The City of Crystal River will receive sealed bids for the **City of Crystal River Fire Department Reroofing Project**. The bid shall include all work, labor, equipment, materials and transportation to complete the roof replacement on the (3) three roofs that cover the subject Fire Department Buildings as outlined below. Crystal River Fire Department Roof is defined and includes the roof, skirt/facia and soffit surfaces with the characteristics and specifications contained in this document.

You are hereby invited to submit a bid for the above referenced project. The Owner of the subject building is the City of Crystal River.

Building Location:

650 NW 3rd Avenue
Crystal River Fl. 34428

Owner Location:

123 NW Highway 19
Crystal River Fl. 34428

Bids will be received until **10:00 AM, on May 8th, 2019**, opened and read aloud in the Council Chambers at Crystal River City Hall.

INTENT OF BID:

The bid shall include all aspects for this replacement including all work, labor, equipment, materials and transportation to complete the reroofing of all (3) three roof levels of the Crystal River Fire Department located at the building location above.

SCOPE OF WORK:

The work to be included by the contractor in this bid and covered by this specification includes:

- Obtaining required permitting.
- All work performed per the Florida Building code with required inspections.
- Complete removal of the existing roof, skirt/facia and soffit material and disposal.
- Protecting building and uncompleted roof from rain damage during the project period.
- Installation of new roof, skirt/facia and soffit material required by specification.
- Replacement of degraded roof sheathing material on the subject (3) roofs.
- Replacement of insulation to accommodate roof slope requirements.
- Replacement of plumbing roof boots.
- Installation of new drip edge and flashing at roof edges, roof transitions and roof drains.

- Replacement of the existing roof skirt/facia and associated degraded sheathing. An alternate non-wood product can be proposed.
- Replacement of all soffit material.
- Modification of existing and installation of new roof drainage system per specification section D and attachment 1.
- HVAC condenser relocation, disconnect and reconnection of condenser interface lines.
- Complete removal and clean-up of the area around each building.

Warranty:

The materials and installation shall be guaranteed against defective parts and workmanship under the Terms of the manufacturer's and Installers standard warranties. This is to be a 30-year roof system, and workmanship is to be guaranteed for at least 7 years.

ALL BIDDERS must be properly qualified, state licensed and insured for the type of work for which the BID is submitted.

All contract documents may be examined at City Hall at no charge, downloaded for free on the City website (www.crystalriverfl.org), or picked up at City hall for no charge. Bidders who utilize the City website for the bid documents are advised to check the website regularly for updates and addenda. Bid packages may be picked up at the Department of Public Works at City Hall, at the address above, between the hours of 8:00 am and 5:00 pm Monday through Friday. The contact person is Theresa Krim, 352-795-4216, extension 314 or John Mark Livingston at extension 346.

Work shall be completed within **forty-five (45) days** from receipt of the notice to proceed by the owner.

The OWNER reserves the right to reject any and all BIDS for any reason whatsoever and waive all informalities. THE OWNER ALSO RESERVES THE RIGHT TO SELECT THE BID RESPONSE THAT IN ITS SOLE DETERMINATION BEST MEETS ITS BUSINESS NEEDS.

B. INFORMATION FOR BIDDERS

1. BIDS will be received by OWNER: City of Crystal River, Florida **until 10:00 AM, May 8th, 2019**. Bids will be opened and read aloud in the Council Chambers at Crystal River City Hall.
2. One (1) original and one (1) copy of each bid must be submitted in a sealed opaque envelope. Addressed to:

**City of Crystal River
Mia Fink, City Clerk
123 NW HWY 19
Crystal River, FL 34428**

Each sealed envelope containing a BID must be plainly marked on the outside as follows:

**CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT
BID NO. 19-B-01
NAME OF THE BIDDER AND ADDRESS.**

OTHERWISE THE BID SHALL NOT BE OPENED.

If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the address above.

3. All BIDS must be made on the **enclosed BID form**. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. An original and one (1) copy of the bid form are required. Bidders shall also complete all pages that require information from the Bidder and included in BID. The City (Owner) reserves the right to make additions or deletions to bid quantities, and/or portions of the bid. The contract amount shall be adjusted accordingly. The OWNER may waive any informalities or minor defects or reject any and all BIDS with proper justification. Any BID may be withdrawn prior to the above schedule time for the opening of BIDS or authorized postponement thereof.
4. If any person contemplating the submission of a Bid for the proposed work is in doubt as to the true meaning of any part of the specifications or proposed Contract Documents, he/she should submit a written request for any interpretation thereof to Theresa Krim at the City of Crystal River, located at 123 North West Highway 19, Crystal River, Florida 34428. The person making the request will be responsible for its prompt delivery. Written requests must be received no later than five (5) days prior to the bid opening so as to leave adequate time for issuance of an addendum if needed. Requests for interpretations submitted beyond the cutoff will not be answered. Any interpretation of the specifications or proposed Contract Documents will be made only by written Addenda duly issued and mailed, emailed, faxed or delivered to each person receiving a set of such documents. All Addenda so issued shall become part of the Contract Documents. The Owner will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith, and no verbal statement either before or after the execution of the Contract shall affect or modify any of the terms or obligations contained herein.
5. Each bid must be accompanied by a Bid Bond payable to the Owner for ten percent (10%) of the total amount of the Bid. As soon as the Bid prices have been compared the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful Bidders will be returned. A certified check, cashier's check, treasurer's check or bank draft of any national or state bank may be used in lieu of a Bid Bond. If the City permits a bidder to withdraw its bid, no action shall be taken against the bidder or the bid security. If a bidder indicates that it has made a mistake that is of such magnitude that it will not be willing to perform a contract based on its bid, then the City shall not be obligated to formally accept the bid of that firm as a prerequisite to making a claim against the bid bond.

6. The BIDDER to whom the CONTRACT is awarded will be required to initially execute the Bid Agreement and Notice of Award (see attachments) and obtain the Performance bond and Construction/Payment Bond (if applicable) within ten (10) calendar days from the date the Notice of Award is delivered. The Notice of Award shall be accompanied by the necessary Agreement and Bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default; in which case the Bid Bond accompanying the proposal shall become the property of the Owner.
7. The Bid Bond of the successful Bidder will be retained and remain in full force and effect until the Payment Bond and Performance bond have been executed and approved, after which it will be returned. A Performance Bond and Construction/Payment Bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the contract.
8. The Owner within ten (10) days of receipt of acceptable Performance and Construction/Payment Bond (if applicable), and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by Written Notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.
9. The OWNER within thirty (30) calendar days of execution of contract shall issue the Notice to Proceed. (See attachments). Should there be reasons why the Notice to Proceed cannot be issued within the specified period, the time may be extended by mutual agreement between OWNER and Bidder. If the Notice to Proceed has not been issued within the thirty (30) day period or within the period mutually agreed upon, the Bidder may terminate the Agreement without future liability on the part of either party.
10. No BIDDER may withdraw a BID within (60) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.
11. Should the OWNER not execute the Agreement or Notice of Award within sixty (60) calendar days after opening of the Bids, the BIDDER may, with written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the Notice by the OWNER.
12. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid by examination of the sites and a review of the Contract Documents. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the WORK to be done.
13. The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

14. The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER MAY REQUEST. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that the BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
15. A conditional or unqualified BID will not be accepted.
16. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the CONTRACTOR throughout.
17. The successful BIDDER must supply the names and address of major material suppliers and subcontractors as well as a categorical cost breakdown of various portions of the total BID price. The BIDDER must also provide a Certificate of Insurance, State Contractor License, proof of worker compensation insurance, complete a Public Entity Crime form and Drug Free Workplace form.
18. The BIDDER to whom the CONTRACT is awarded shall provide a Construction Schedule to the OWNER at the pre-construction meeting. Updates will be required every two (2) weeks if schedule changes are anticipated.
19. All work will be required to be inspected by the City of Crystal River. The Contractor is required to contact the City a minimum of **24 hours** in advance of all required inspections. If the City is not properly notified, the Contractor will be required to uncover and expose any uninspected completed work as needed for proper inspection.
20. For projects where no Construction bond is required, the City shall hold a minimum of 5% of the contract amount until work on the project has been completed to the City's satisfaction.
21. The Owner reserves the right to reject any or all the unit prices for extra work set forth in the Form of Proposal for lump sum contracts, if such prices are considered excessive or unreasonable.
22. The contract shall be awarded to the lowest responsive, responsible, qualified bidder unless all bids are rejected.
23. Any conditions which are established for awarding a contract to the low bidder must not be excessively restrictive in nature. Responsiveness may be defined by:
 - The completeness and regularity of Form of Proposal.
 - A bid without excisions or special conditions.
24. Responsivity may be based on whether the bidder:
 - Maintains a permanent place of business.
 - Has adequate equipment to do the work properly and within the time limit that is established.

- Has adequate financial status to meet his obligations contingent to the work.
 - Has adequate experience and expertise for the proposed work.
25. The award of the contract is contingent upon securing an acceptable bid which will fall within the amount of funds available for the construction of this project.
26. In the event of a conflict between the plans and the specifications, the specifications shall prevail.
27. Each bidder shall provide a copy of their safety manual/procedures with their bid for review by the owner. Acceptable safety practices shall be evaluated and utilized in finalizing the award of the subject contract.
28. Insurance Requirements:

The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (a) Claims under workmen's compensation, disability benefit, and other similar employee benefit acts;
- (b) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
- (c) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
- (d) Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
- (e) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

Certificate of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior Written Notice be given to the Owner.

Insurance Type	Required Limits
Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits CONTRACTOR shall maintain during the life of the contract and provide evidence of insurance coverage as required by Federal statute, including U.S. Longshoremen & Harborworkers Compensation Act (USL&H)
Employer's Liability	\$500,000.00 each accident, single limit per occurrence

Commercial General Liability (Occurrence Form) patterned after the current ISO form	\$1,000,000.00 single limit per occurrence \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent CONTRACTORS; Products & Completed Operations & Contractual Liability.
Automobile Liability	\$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included. \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

CONTRACTOR shall ensure that all subcontractors comply with the same insurance requirements that he/she is required to meet. The same CONTRACTOR shall provide the OWNER with certificates of insurance meeting the required insurance provisions.

The City of Crystal River must be named as “ADDITIONAL INSURED” on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Crystal River.

29. Fire Department Reroofing Time Line

Description	Date	Reference / comment
Owner - Invitation to Bid	04/20/2019	
Bidder – Written request for interpretation.	05/03/19 Five (5) days prior to bid opening.	
Owner - Bid Opening accompanied with Bid Bond.	05/08/2019	Min. of 14 days from invitation. Ref# 4, section 5.
Bidder -Initiates Bid Agreement, Notice of Award and obtains Performance and Construction bond.	No longer than (10) calendar days from delivery of Notice of Award by Owner.	Performance and Construction/Payment Bond not required for contracts in excess of \$200,000. Ref# 4, section 5
Owner – Provides fully executed Bid Agreement to party awarded contract.	(10) calendar days from receipt of acceptable performance bond and payment bond (if applicable) and Bid Agreement signed by awarded party.	
Owner – Deadline for Owner to Issue the Notice to Proceed.	(30) calendar days from award of contract.	
Owner – Deadline to Execute Bid Agreement and Notice of Award	(60) calendar days from bid opening) Maximum time for Owner to execute bid.	After 60 days, Bidder can withdraw signed Bid agreement.
Bidder – No Bids can be withdrawn	(60) days from bid opening.	
Successful Bidder – Completion of work	(45) days from Notice to Proceed by Owner.	

--- END OF INFORMATION FOR BIDDERS ---

C. GENERAL CONDITIONS

1. SUPERINTENDENT – SUPERVISION

The Contractor shall provide a competent Superintendent and any necessary assistants during construction of this project, all satisfactory to the Public Works Director or Designee. The superintendent shall not be changed except with the consent of the Public Works Director, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Other directions shall be confined on written request in each case. The Contractor shall give efficient supervision of the work, using his best skill and attention. The superintendent shall be present on the site at all times, as required, to perform adequate supervision and coordination of the work to the Public Works Director's satisfaction.

2. PAYMENT

A single payment application shall be submitted by the Contractor at the end of the projects awarded portions. Measurements shall be made by the Contractor, subject to verification and agreement by the Owner. Payment shall be made only for the portions actually installed by the Contractor and accepted by the City. Payment terms: within 30 days from receipt of approved invoice.

3. CHANGE ORDERS

Should a change order become necessary, the Contractor shall prepare a change order proposal for the Owner's consideration. The fee shall be established by one of the following means; by an extension of unit prices previously provided in the bid or by a mutually agreed upon fee. In the absence of an existing unit price in the bid, the change order amount may be established by the true cost to the Contractor (salary plus benefits plus equipment use cost, if applicable) plus a 10% markup for overhead and profit. Should the Owner and Contractor not be able to agree upon a change order cost, the Owner reserves the right to use their own personnel or hire an outside Contractor to complete a particular task necessitated by the change order. The Contractor shall not proceed with any additional work involving a change order without written approval from the Owner. Should the Contractor perform additional work without a written change order agreement, the Owner shall not be responsible for payment.

D. CONSTRUCTION SPECIFICATIONS

General:

- See attachment 1 for Building roof, shirt/facia, soffit, strainer, drainage pipe/ troughs, scupper, down spout and roof walkway configurations.
- All installations shall meet the Florida Building Code and applicable City Ordinance sections.
- All dimensions provided within Construction Specification section D are approximate and the responsibility of the bidder to verify accuracy.
- Roof is defined as roof surface materials, underlayment materials, flashing, plumbing penetrations, strainers and associated drain lines/troughs, scuppers with design characteristics identified in this specification.
- New roof surface application is to be Double Ply Modified Bitumen installed by the torch welding method or a superior material application. Justification for the materials superior application rating is to be provided in bid submittal.
- New roof application shall have walking surface paths to access drain strainers, drain troughs and HVAC condenser unit. Walkways shall be over new roof application and designed to handle people and equipment traffic. Load capability to be identified in construction drawings.
- Skirt/facia and soffit are defined as surface materials, underlayment materials with the following design characteristics identified in this specification.
- Roof skirt/facia and soffit material colors shall satisfy the CRA color chart and approved by owner. (Ref. 2, section 4.02.03)
- Roof skirt/facia and soffit materials are to be equal or superior to existing. Justification for the materials superior rating is to be provided in bid submittal.
- All roof, skirt/facia and soffit installations require a minimum wind rating of 150 mph. (Ref 1).
- Roof drainage strainers will be attached to 4" NPS Sch. 40 PVC drain lines with an approximate ID = 4 inches and flow area = 12.56 in². Therefore, strainers are to have an open flow area greater than 12.56 in² and compatible for installed roof surface and underlayment materials. Zurn Z100 15" or equal. Roof drain strainers are to be spaced equally across roof width.
- Existing 6" and 4" NPS drain pipes (under the roof surface) are Sch. 40 PVC and are to be re-routed to the configuration identified in attachment 1. New drain pipe routes from the new strainers to the existing 6" vertical drain pipes are to be 4" NPS Sch. 40 PVC and supported/sloped to handle the load of material/water weight and required flow rate.
- All equipment and hardware (scaffolding, etc.) required for installation and to access roof surfaces are to be provided by the contractor.
- Deteriorating wood sheathing to be replaced with ½" 4 ply plywood.
- Any deviations from the construction specifications shall be justified to be equal or superior and contained in the bid submittal documentation.
- Bidders are to provide construction drawings for permit application identifying roof application cross-section, roof slope, roof strainers, roof troughs and drain line route

dimensions. Position of the roof strainers within the roof troughs and the roof trough relative to the edge of the roof are to be determined by bidders and based on their experience.

Fire Department Building Roof 1

- Building houses Emergency Medical Service (EMS) personnel, City firefighting equipment and supports communication tower against wall of building.
- It is not the responsibility of the contractor to relocate and reattached communication tower support hardware if required to accommodate roof installation.

Roof Surface -

- Highest elevation. Approx. 38 ft at highest point.
- Dimensions: 36 ft wide x 62 ft long
- Surface area: 2232 ft² (with slope)
- Slope – Slope of roof is due to truss construction and not from underlayment. This characteristic is to remain unchanged. Primary drainage method.
- Plumbing Penetrations: Surface has (2) – 3-1/2” NPS and (1) 2-1/2” NPS plumbing penetrations.
- Existing material is Double Ply Modified Bitumen installed by the torch welding method

Skirt/Facia Surface –

- Surface is on four sides of the roof with top edge at edge of roof surface.
- Dimensions: Width = 6 ft (w/slope)
- Linear feet – At bottom of slope = 220 ft
- Top perimeter is to have flashing over skirt surface and under new roof surface with the configuration to direct water down the slope.
- Existing material is vinyl siding with vinyl trim over plywood sheathing. This surface is to be modified to accommodate scupper installation.
- New material is to be equal or superior to existing installation.

Soffit Surface:

- Surface is horizontal on four sides of the roof, perpendicular and attached to the vertical building (wood frame) wall and the lower perimeter of the Skirt/Facia.
- Required linear ft around perimeter of building - 220 ft.
- Existing material is aluminum vented soffit.
- New material is to be equal or superior to existing material installed.

Fire Department Building Roof 2

- Building houses City Fire Fighting Equipment and supports vertical 6" NPS drainage pipe on backside of building.

Roof Surface -

- Intermediate Elevation: Approx. 20 ft.
- Dimensions: 50 ft wide x 62 ft long
- Surface area: 3100 ft²
- Slope – Existing roof is flat with no slope. A slope from the front of the building to the back edge is required. Primary roof drainage method.
- Drain Penetrations: Surface has (3) - 4" NPS Sch. 40 PVC roof drain penetrations which shall be relocated per attachment 1 and fitted with a roof drain strainer within a trough that is 2 times wider than the strainer width. Secondary drainage method.
- Existing material application is Double Ply Modified Bitumen installed by the torch welding method.

Skirt/Facia Surface –

- Surface is on four sides of the roof with top edge at edge of roof surface.
- Dimensions: Width = 6 ft (w/slope)
- Linear ft at bottom of slope = 248 ft
- Top perimeter is to have flashing over skirt surface and under new roof surface with the configuration to direct water down the slope.
- Existing material is vinyl siding with vinyl trim over plywood sheathing.
- New material is to be equal or superior to existing installation

Soffit Surface:

- Surface is on four sides of the roof, perpendicular and attached to the vertical building wall and the lower perimeter of the Skirt/Facia.
- Width = 36 inches
- Linear ft at bottom of Skirt/Facia - 248 ft.
- Existing material is aluminum vented soffit.
- New material is to be equal or superior to existing material installed.

Fire Department Roof 3:

- Building houses breakroom for fire fighters with the condenser for buildings (1) HVAC installed on the roof surface. Backside of building supports drainage pipes for roof.
- Disconnection and reconnection of HVAC units (if necessary) shall be performed by a licensed HVAC Contractor.

Roof Surface -

- Lowest Elevation: Approximately 12 ft.
- Dimensions: 25 ft wide x 62 ft
- Slope – Existing roof is flat with no slope. A slope from the front of the building to the back edge is required. Primary drainage method.
- Surface area: 1550 ft²
- Drain Penetrations: Surface/underside of roof, has 4 - 4” NPS Sch. 40 PVC roof drain penetration. The drainage pipes for this roof shall be re-configured per attachment 1 and fitted with a roof drain strainer within a trough that is 2 times wider than the strainer width. Secondary roof drainage method.
- Plumbing penetrations: Surface has (1) – 3-1/2” NPS and (3) 2-1/2” NPS plumbing penetrations.
- Existing material application is Double Ply Modified Bitumen installed by the torch welding method.

Skirt/Facia Surface –

- Surface is on two (2) sides of the roof with top edge at roof surface edge.
- Dimensions: Width = 4 ft (w/slope)
- Linear feet - At bottom of slope = 80 ft
- Top perimeter is to have flashing over skirt surface and under new roof surface with the configuration to contain the water within the roof surface.
- Existing material is vinyl siding over plywood sheathing with vinyl trim.
- New material is to be equal or superior to existing installation

Soffit Surface:

- Surface is on two (2) sides of the roof, perpendicular and attached to the vertical building wall and the lower perimeter of the Skirt/Facia.
- Linear ft at bottom of skirt/Facia - 80 ft.
- Width = 36 inches
- Existing material is aluminum vented soffit.
- New material is to be equal or superior to existing installation

E. REFERENCES:

1. Florida Building Code, Building and Plumbing, 6th Edition (2017)
2. City of Crystal River Code of Ordinances dated 12/14/2018.
3. City of Crystal River DPW Capital Master Project List – Fiscal Year 2019
4. City of Crystal River “Purchasing of Goods and Services” dated 3/30/10.

ATTACHMENTS

ATTACHMENT 1A:

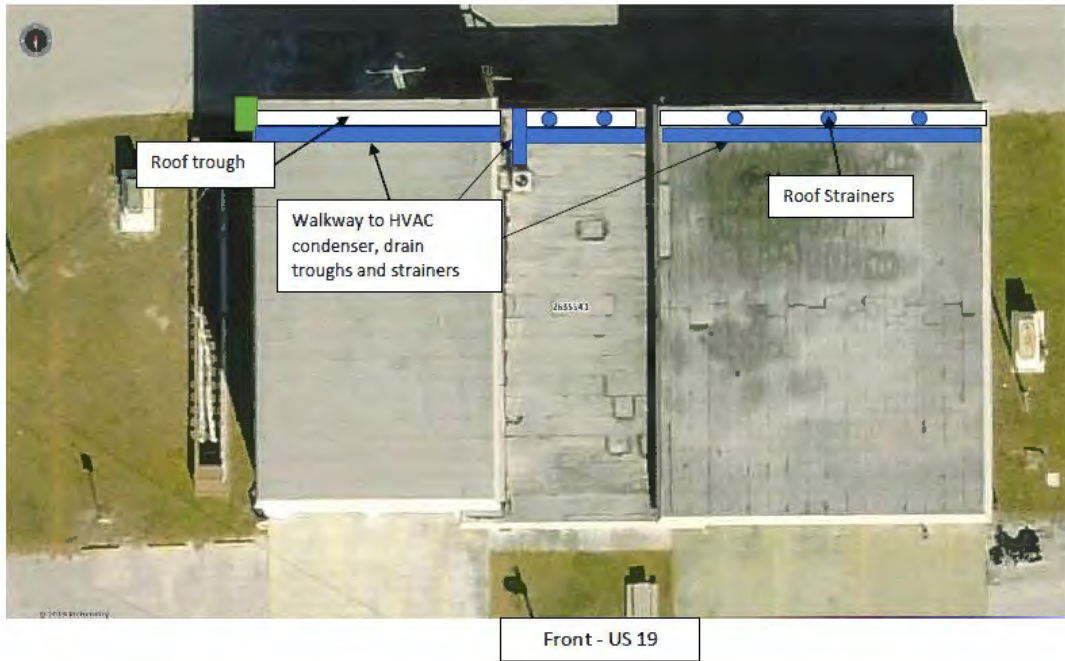
PROJECT LOCATION/FIRE DEPARTMENT ROOF CONFIGURATION

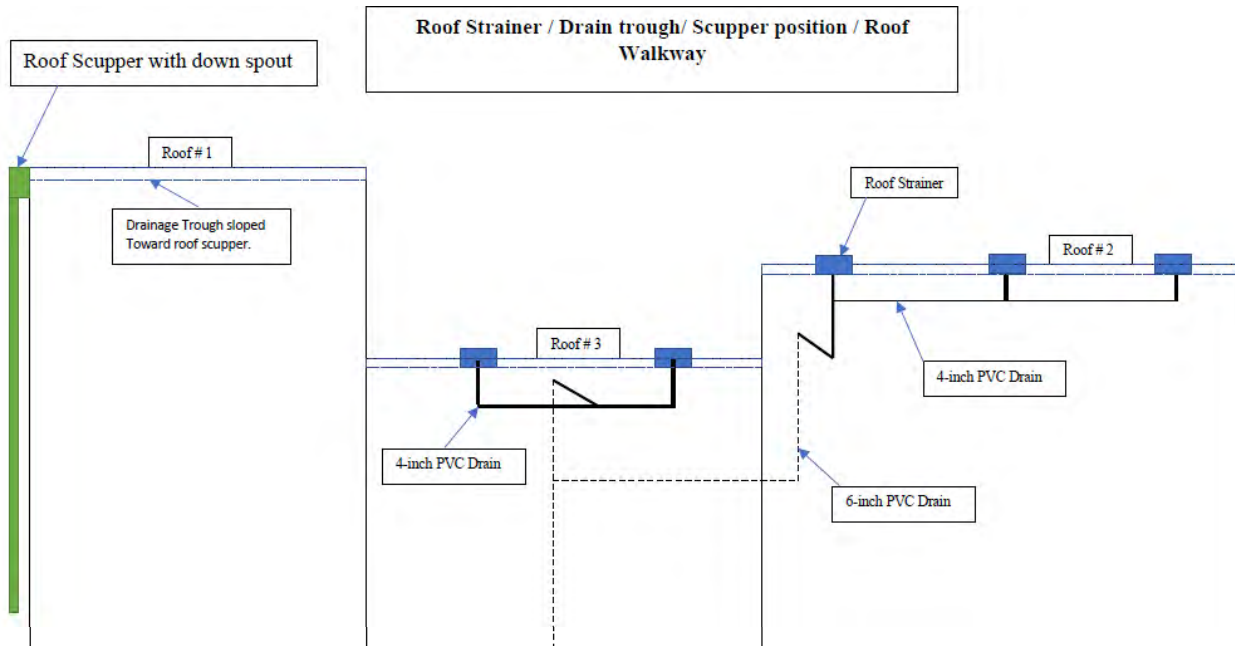


Attachment 1B

Roof Drainage Configurations

Roof Strainer / Drain trough / Scupper position / Roof Walkway
Top View





ATTACHMENT 2:

**BIDDER’S SUBMITTAL CHECKLIST:
(Attach to proposal form)
CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT
BID #19-B-01**

BIDDER’S NAME: _____

SUBMIT ONE (1) COPY:

<u>Initials</u>	<u>Description</u>
_____	Completed Bid proposal form, signed, witnessed and notarized
_____	Completed list of subcontractors and equipment
_____	Completed Public Entity Crime Statement, signed and notarized
_____	Drug Free Workplace Statement, signed
_____	State Contractor’s License
_____	Insurance certificate
_____	Bid Bond
_____	Construction drawings
_____	Bidder has visited the site(s), independently verified the approximate roof areas and is familiar with the work
_____	Submittal checklist (this form), initialed
_____	Qualifications / Similar Experience / References.
_____	Copy of Bidders safety manual/procedures

ATTACHMENT 3:

**BID PROPOSAL FORM
FOR
CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT
BID NO. 19-B-01**

Proposal of _____

(Hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida and doing business as:

(insert "a corporation", "a partnership", or "an individual") as applicable.

To: City of Crystal River
(hereinafter called "OWNER")

In compliance with your Advertisement for bids, BIDDER hereby proposes to:

Perform all work and furnish all labor, equipment, materials and transportation for the **CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT – BID NO. 19-B-01**. In strict accordance with the CONTRACT DOCUMENTS within the time set forth therein, and at the prices stated in the Bid Schedule.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to start the work within ten (10) days and complete the work under this CONTRACT within forty-five (45) days of receiving the **Notice to Proceed from the OWNER.**

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENT for the listed unit prices or lump sums shown in the BID FORM as follows:

The Bidder acknowledges having received the following project addenda:

No. _____, Date:

No. _____, Date:

No. _____, Date:

By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Item #	Description	Unit Price	Quantity	Units
1.	Fire Department Roof (1)	\$ _____	1	LS
	Shirt/Facia, Soffit	\$ _____	1	LS
2.	Fire Department Roof (2)	\$ _____	1	LS
	Shirt/Facia, Soffit	\$ _____	1	LS
3.	Fire Department Roof (3)	\$ _____	1	LS
	Shirt/Facia, Soffit	\$ _____	1	LS
Total Bid Amount:		\$ _____		

Write Total Bid Amount:

NOTES:

1. Reference attachment 1, for Fire Department Roof positions/locations and Drainage Configurations.
2. See detailed description in the ‘Construction Specifications’ section for what is required in each project above.
3. The City reserves the right to only award portions of the above depending on the bid numbers submitted and availability of funding.

THIS PROPOSAL DATED THIS _____ day of _____, 2019

ATTEST:

Witness

Printed Name

By:

Authorized Signature
(Principal)

Printed Name, Title

Company Name

Address:

Employee I.D. No.

FL. State Certified Roofing (or General)
Contractor's License Number

Phone No. _____

ATTACHMENT 4:

LIST OF SUBCONTRACTORS AND EQUIPMENT MANUFACTURERS

In the space below, the BIDDER shall list the Architect and all proposed Subcontractors and their addresses for approval by the OWNER.

The BIDDER shall also describe that portion of the work proposed to be sublet to each Subcontractor listed.

Equipment Manufacturers shall be listed for each item of major equipment herein. No changes shall be allowed after acceptance by the OWNER. Any blanks shall be filled in by the OWNER and provided by the CONTRACTOR at no additional cost.

Attach additional sheets as required.

SUBCONTRACTORS:

<u>Name</u>	<u>Address</u>	<u>DESCRIPTION OF WORK TO BE PERFORMED</u>
--------------------	-----------------------	---

EQUIPMENT:

<u>Equipment</u>	<u>Manufacturer</u>	<u>Leased or Owned</u>
-------------------------	----------------------------	-------------------------------

ATTACHMENT 5:

**PUBLIC ENTITY CRIME STATEMENT
(PURSUANT TO SECTION 287.133(3)(A). FLORIDA STATUTES).**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By: _____

(print this individual's name and title)

for _____
(print name of entity submitting statements)

whose business address is _____

and if applicable whose Federal Employer Identification Number (FEIN) is _____

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ (Signature)

City of _____

STATE OF FLORIDA

Sworn and subscribed before me this _____ day of _____, 200 by

_____ who is Personally known to me _____

Or who produced identification - _____ (Type of Identification)

_____ (Signature) Notary Public—State of Florida

_____ (Printed, typed or stamped
commissioned name of notary public)

My commission expires _____ (SEAL)

ATTACHMENT 6:

DRUG FREE WORKPLACE STATEMENT

The undersigned vendor in accordance with the Florida Statute 287.087 hereby certifies that:
_____ does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm fully complies with the above requirements.

Bidder's Signature

Date

FLORIDA STATUTES 287.122 (2) (A)

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of 36 months from the date of being placed on the convicted list.

ATTACHMENT 7:

BID AGREEMENT

THIS AGREEMENT, made this _____ day of _____ 2019 by and between the **City of Crystal River** HEREINAFTER CALLED “OWNER” AND

doing business as (a Corporation, or a partnership, or an individual) hereinafter called “CONTRACTOR”, for the construction of the **CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT - BID NO. 19-B-01**

WITNESSETH: That for and in consideration of the payments and agreements, hereinafter mentioned:

The CONTRACTOR shall perform all work and furnish all necessary labor, equipment, material, delivery and transportation for the **CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT - BID NO. 19-B-01**.

1. The CONTRACTOR will commence the work required by City within ten (10) days of receiving the Notice To Proceed, and work continuously to complete the work within forty-five (45) days.
2. The OWNER has determined and declared the above-named CONTRACTOR to be the responsible bidder that meets the OWNER’S business needs on the above referenced project, and has duly awarded this CONTRACT to said CONTRACTOR, for the unit prices contained in the bid.

The OWNER shall pay the CONTRACTOR for the work performed as follows: Payment for unit price items shall be at the unit price bid for actual construction quantities measured in place and approved by the Owner.

The OWNER reserves the right to make additions or deletions to bid quantities, and/or portions of the bid at the bid item prices. OWNER shall be responsible for any price increases associated with such changes and shall be entitled to any credits associated with same. No additional costs or expenses can be incurred without a signed change order.

3. The OWNER will pay the CONTRACTOR in a manner and at such times set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
4. The term “CONTRACT DOCUMENTS” means and includes the following:
 - a) Invitation to Bid
 - b) Information for Bidders
 - c) Bid

- d) Agreement
- e) Sworn Statement
- f) Notice of Award
- g) Notice to Proceed
- h) Change Order Request

6. HOLD HARMLESS AGREEMENT

_____ (CONTRACTOR)

its officers and members shall, through the signing of this document by an authorized party or agent, covenant and agree that it will indemnify, hold harmless and defend the City of Crystal River and the damage, cost, charge, expense, suit and/or action, including attorney’s fees and all costs of litigations and judgment of every name and description brought against the City as a result of any act, action, neglect, loss, damage or injury to person or property by reason of any act or failure to act by the CONTRACTOR, its agents, servants, or employees during and as a result of the performance under this contract, whether direct or indirect, and whether to any person or property to which the City of said parties may be subject.

Name of Firm: _____

Name of Agent: _____

Title of Agent: _____

Signature of Agent: _____

Date: _____

- 7. The Contractor shall provide a ten (10) year no-leak guarantee on all work associated with this project. The Contractor agrees to replace any defective work within this time period and repair and patch any leaks. This includes replacing and re-sealing any sub-roofing or asphalt roof material that is found to be leaking. In addition, all roofing products shall have a 20 year manufacturer’s guarantee.
- 8. This agreement shall be binding upon all parties hereto and respective heirs, executors, administrator, successors, and assigns.
- 9. Payment terms; payment to the Contractor shall be made within 30 days of receipt of an approved invoice.
- 10. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in two (2) each of which shall be deemed an original on the date first above written.

11. In any litigation which may be filed to interpret or enforce this Agreement, the prevailing party shall be entitled to all costs, including attorneys' fees incurred whether at trial or on appeal.

CITY of Crystal River (OWNER)

By: _____
Name: Joe Meek, Mayor

Attest:

By: _____

Date: _____

Name: Mia Fink,
City Clerk

CONTRACTOR

Approved as to Form:

By: _____

XXXXXX
City Attorney

Title: _____

Name: _____

Date: _____

ATTACHMENT 8:

NOTICE OF AWARD

TO: _____

PROJECT: CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT - BID NO. 19-B-01

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information for Bidders.

You are hereby notified that your BID has been accepted in the amount of

\$ _____.

You are required by the INFORMATION FOR BIDDER’S to furnish the required CONTRACTOR’S certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said CERTIFICATES within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER’S acceptance of your BID as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2017

City of Crystal River, Owner

By: _____

Name: Joe Meek, Mayor

Attest: _____

Name: Mia Fink, City Clerk

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

This the _____ day of _____ 2019

By: _____

Title: _____

ATTACHMENT 9:

NOTICE TO PROCEED

TO: _____ **DATE:** _____

PROJECT: CITY OF CRYSTAL RIVER FIRE DEPARTMENT REROOFING PROJECT - BID NO. 19-B-01

YOU ARE HEREBY NOTIFIED TO COMMENCE WORK IN ACCORDANCE WITH THE AGREEMENT DATED: _____, 2019, ON OR BEFORE _____ 2019, AND YOU ARE TO START WORK WITHIN TEN (10) DAYS, AND COMPLETE ALL WORK WITHIN FORTY FIVE (45) DAYS OF RECEIVING THIS NOTICE.

City of Crystal River, OWNER

By: _____

Name: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

This the _____ day of _____, 2019

By: _____

Title: _____

ATTACHMENT 10:

CHANGE ORDER REQUEST

Date: _____ **No.:** _____

Project: _____

Contractor: _____

Description: _____

Reason for Change Order: _____

Attachment: _____

CHANGE IN CONTRACT PRICE: Original Contract Price: \$	CHANGE IN CONTRACT TIMES: Original Contract Time:
Net Changes from previous Change Orders No. __ to No. __ \$	Net Changes from previous Change Orders No. __ to No. __ Days
Contract Price prior to this Change Order \$	Contract Times prior to this Change Order Days
Net (Increase/Decrease) of this Change Order \$	Net (Increase/Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$	Contract Times with all approved Change Orders Days

Approved (Owner)

Accepted (CONTRACTOR)

By: _____

By: _____

Date: _____

Date: _____

Attest: _____