



**THE CITY OF KEY WEST**  
3140 Flagler St,  
Key West, Florida 33040

**ADDENDUM #1**  
**Replacement of Tarpon Pier**  
**Invitation to Bid: 12-030**  
**29 August**

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- The scope of work under this contract shall include the works identified on Attachment 1 Finger Pier tri-frame Bracing Replacement: Kingfish and Wahoo Piers
- Work shall be completed prior to commencement of demolition works on Tarpon Pier.
- A Revised Bid Sheet is a part of this Addendum
- The Bid due date remains unchanged as a result of this addendum
- Paragraph 13 of the INSTRUCTIONS TO BIDDERS is replaced with the following:

13. **AWARD OF CONTRACT**

The award will be made under one Contract by the Owner on the basis of the Base Bid Plus Alternate Bid Item 1 and Alternate Bid Item 2 from the lowest, responsive, responsible Bidder. The Owner may award the Base Bid plus any of the alternates or elect to award the Base Bid only.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

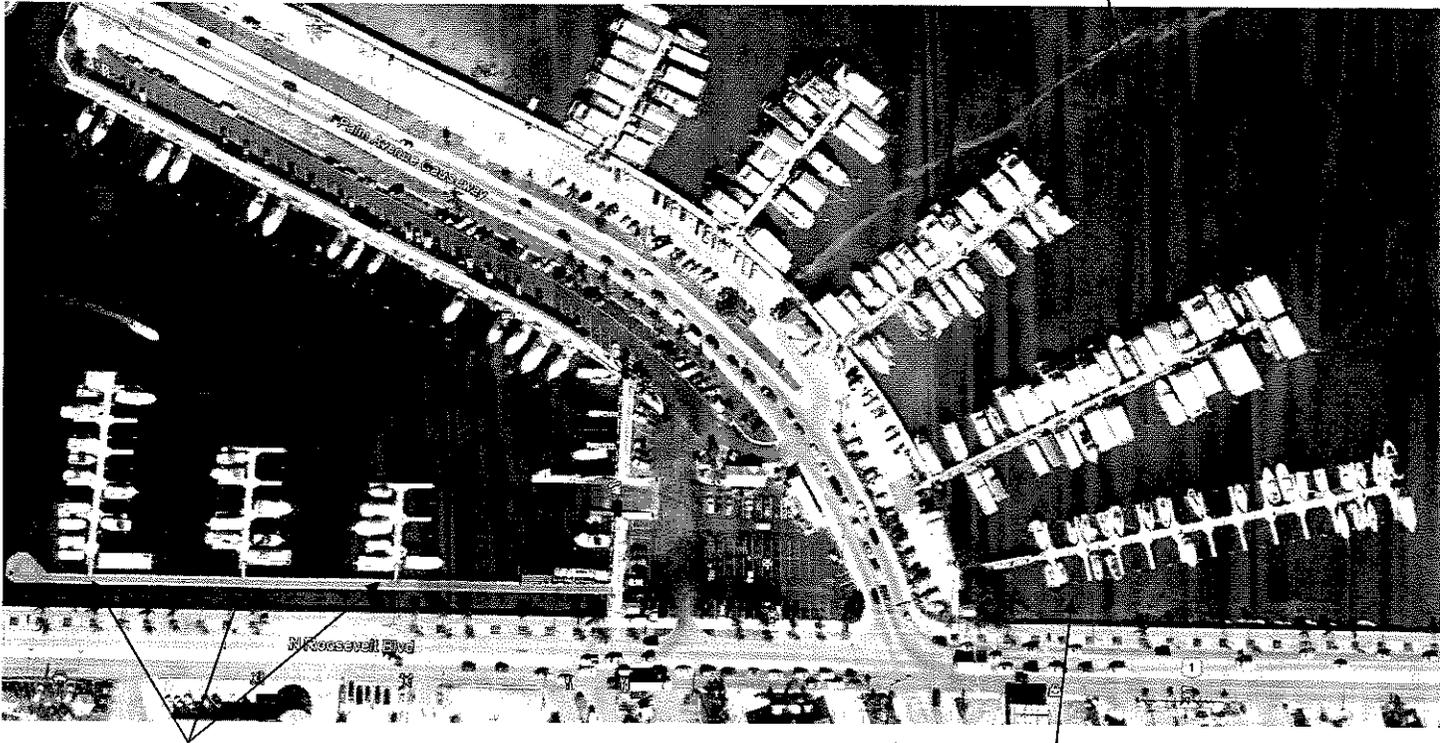
All Bidders shall acknowledge receipt and acceptance of this Addendum No 5 by acknowledging Addendum in their proposal or by submitting the addendum with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business

Attachment 1  
Finger Pier Bracing Replacement Wahoo and Kingfish Piers

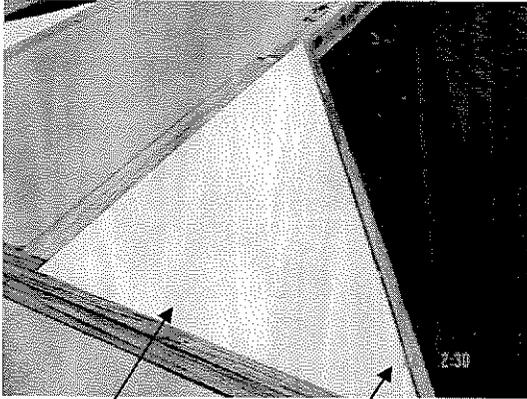
Tarpon Pier



Wahoo Pier: 46 Units

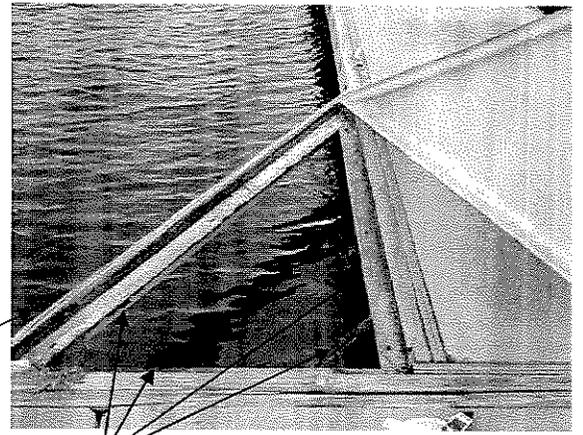
Kingfish Pier: 46 Units

1. Work is to replace the “finger pier” tri frame bracing (4'x6') at each finger pier. Finger pier bracing shall be of the same material and construction as existing. (HDG: Hot Dipped Galvanized Frame Assembly)
2. Also included in this is the replacement of all 8-0 ½” and 4'-3” thru rods (HDG) and hardware and the wailers locating along the facing. Thru rods shall be of the same material and construction as existing. The fiberglass walking surface shall be removed and reused
3. Work shall be done prior to the demolition (and houseboat relocation) from Tarpon Pier. Work shall be coordinated with the City's Harbor Master.

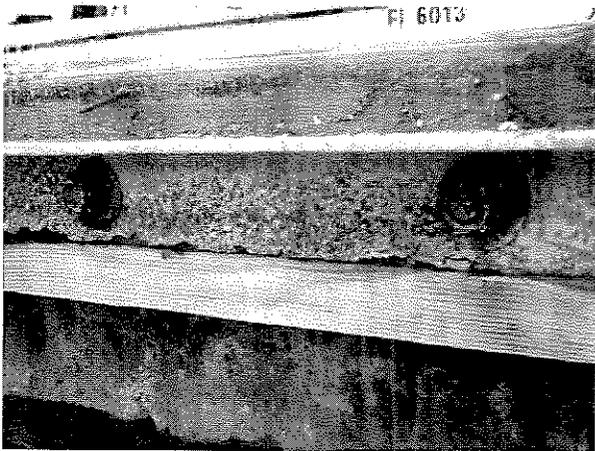


Walking surface  
(Reuse)

Wailer to be replaced



Bracing tri-frame to be replaced (4x  
6' with 4' and 8' thru  
bolts/hardware)



Thru Bolts and hardware (typical for 4' and 8' lengths)

NOTE TO BIDDER: Use preferably BLACK ink for completing this Bid form.

**BID FORM (REVISED PER ADDENDUM 1)**

To: The City of Key West  
Address: 3140 Flagler Ave, Key West, Florida 33040  
Project Title: Replacement of Tarpon Pier

City of Key West Project No.: ITB 12-030

Bidder's person to contact for additional information on this Bid:

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the Work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

**CONTRACT EXECUTION AND BONDS**

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond and Payment Bond required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the Work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

### CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the Work under this Contract, the certificates of insurance as specified in these Documents.

### START OF CONSTRUCTION AND CONTRACT COMPLETION TIMES

The Bidder agrees to begin work within 10 calendar days after the date of the Notice to Proceed and to achieve Substantial Completion within 150 calendar days from the date when the Contract Times commence to run as provided in paragraph 2.03.A of the General Conditions, and Work will be completed and ready for final payment and acceptance in accordance with paragraph 14.07 of the General Conditions within 150 calendar days from the date when the Contract Times commence to run.

### LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract, Owner and Bidder recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph Start of Construction and Contract Completion Times above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. Owner and Bidder also recognize the delays, expense, and difficulties involved in proving in a legal or other dispute resolution proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Bidder agree that as liquidated damages for delay (but not as a penalty) Bidder shall pay Owner \$200 per day for each day that expires after the time specified for Final completion.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

### ADDENDA

The Bidder hereby acknowledges that he has received Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated Bid Prices for the Work. Cash allowances DO NOT include any sales and use tax. Equipment allowance includes taxes as shown in Equipment Suppliers' Bid.

### PUBLIC ENTITY CRIMES

“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 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 vendor list.”

### COMBINED UNIT PRICE AND LUMP SUM WORK

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents. For unit price bid items, the estimate of quantities of work to be done is tabulated in the Proposal and, although stated with as much accuracy as possible, is approximate only and is assumed solely for the basis of calculation upon which the award of Contract shall be made. For lump sum bid items, it is expressly understood that the amounts are independent of the exact quantities involved. The Bidder agrees that the amounts for both unit price and lump sum work represent a true measure of labor and materials required to perform the Work, including all allowances for inspection, testing, overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

### PERMITS:

Prior to issues of the Notice to Proceed the City will have obtained permits from FDEP and ACOE. The CONTRACTOR will be responsible for obtaining required building permits from the City's Building Department.

	Item Description	Quantity	Units	Unit Price	Total
<b>Base Bid</b>					
	Mobilization/staging and Demobilization	1	LS		
	Dismantle, relocate and temporarily store King Fish Finger Piers	10	ea		
	Reassemble Kingfish Finger piers at end of project	10	ea		
	Demolition of Existing wood and concrete Tarpon Pier	1	LS		
	Furnish and install Main floating access pier (12'w x 40'l)	480	sf		
	Furnish and install Main Floating Pier (10'w by 359'l)	3590	sf		
	Furnish and install Finger Piers at end (4'wx35'l)	280	sf		
	Furnish and install Piles				
	Piles 1-10 (18" dia)	10	ea		
	Piles 11-14 (24" dia)	4	ea		
	Pile Collars	14	ea		
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	ea		
	Furnish and install accessories (Cleats: Main Pier/Tee)	102	LS		
	Electrical System per HSA Plans and Specifications	1	LS		
	Potable Water System per HSA Plans and Specifications	1	LS		
	Sewer System per HSA Plans and Specifications	1	LS		
	Fire System per HSA Plans and Specifications	1	LS		
	As-builts/Product information and Warranty Certificate Binder	1	LS		
				<b>Total Base Bid</b>	
<b>Alternate Bid Item 1 (Finger Piers)</b>					
	Furnish and install Finger Piers (4'wx25'l) 20 total	2,000	sf		
	Remove and dispose of existing outboard Piles (sheet 7/9)	18	ea		
	Piles				
	Deduct cost for Piles 11-14 (24" dia) in base bid	4	ea		
	Piles 11-35 (18" dia)	25	ea		
	Pile Collars (additional)	21	ea		
	Furnish and install accessories (Cleats: Finger piers)	120	ea		
				<b>Sub Total Alternate Bid Item 1 (Finger Piers)</b>	
<b>Alternate Bid Item 2 (Work under Addendum 1)</b>					
	Addendum 1 Replacement of Bracing Wahoo and Kingfish Piers	92	ea		
				<b>Total Base Bid plus Alternate Bid Item 1 and 2</b>	
<b>Alternate Bid Item 3 (Composite Decking)</b>					
	Furnish Composite Decking (Main Pier)	4,350	sf		
	Furnish Composite Decking (Finger Piers)	2,000	sf		
				<b>Sub Total Alternate Bid Item 3): Indicate as an Additive or deductive:</b>	
				<b>Total Base Bid plus Alternate Bid Items 1, 2 and 3</b>	

TOTAL LUMP SUM BID (BASE BID PLUS ALTERNATE BID ITEM 1 AND 2)

\_\_\_\_\_ Dollars

(Amount written in words has precedence)

and \_\_\_\_\_ Cents

TOTAL :

LUMP SUM BID: (BASE PLUS ALTERNATE BID ITEM 1 AND 2)

\$ \_\_\_\_\_

(numerals)

**SUBCONTRACTORS**

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the Work in the event that the Bidder is awarded the Contract:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Surety**

\_\_\_\_\_ whose address is

\_\_\_\_\_  
Street City State Zip

**Bidder**

The name of the Bidder submitting this Bid is \_\_\_\_\_

\_\_\_\_\_ doing business at

\_\_\_\_\_  
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

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

**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Title

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_ day of \_\_\_\_\_ 20\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

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

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

Attest: \_\_\_\_\_  
Secretary

**END OF SECTION**