



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

ADDENDUM #7
Public Transit Facility
Request for Proposal: 001-13
30 November 2012

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:

- See attached Questions and Clarifications Sheet (Addendum 7)
- Cost Proposal Package: The cost proposal package (Attachment C) shall be replaced with the attached. See Questions and Clarifications for additional information
- Award: The city reserves the right to award any of the following
 - Demolition Only (Phase 1)
 - Demolition and Design (Phase 1 and 2)
 - Demolition, Design and Construction (Phase 1,2 and 3)
 - Demolition, Design, Construction and any of the Alternate Bid Items.
- The Bid due date DOES NOT change as a result of this addendum

All Bidders shall acknowledge receipt and acceptance of this Addendum No 7 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

CITY OF KEY WEST
Public Transportation Facility Project
Addendum No. 7
November 30, 2012

CLARIFICATIONS AND REVISIONS

- Request for Proposal, Section 1.2.3, Page 1-5, ADD the following after item. 7 “The City reserves the right to award any individual phase or combination of phases of the project listed in the RFP.” The intent is to allow the City to award any phase of the project, independently, in case that the bid amounts exceed the budget amount. Award will be made to a single Design-Builder. Contract award recommendation will follow the guidelines set in Section 1.6. In the Schedule of Values, Design-Builder should separate all costs under each Phase of the Project (e.g. Mobilization, General Conditions, Bond and Insurance, etc.). Permit allowances should not be
- Revised Attachment C – Cost Proposal Package No. 2 in included with this Addendum.
- Clarification: Under Addendum No. 5, “Fluid Dispensing System for the Maintenance Service Bay: (3) drops” was added under Alternate Bid Item D. The system should be included under the Base Bid. Please refer to Question 7 below.

QUESTIONS

- Q1.** Does the City have requirements for finish hardware and master keying?
- A. *Provide a master key system for the facility. The Design-Builder shall coordinate a keying system meeting. The meeting shall produce a marked up copy of the floor plan indicating the doors to receive locks and the doors to be keyed together, and any master keying.*
- Q2.** Gate controls - Addendum 5, Q 21 was answered "the vehicle gates should have a remote controller located in the main building". This appears to indicate that there is also local control and/or communication at each gate. For example, each gate has a local controller keypad with intercom so that the vehicle operator can communicate with the main building and/or open the gate with a code when the main building operator person is not present. Please verify local/remote control requirements.
- A. *The electronic vehicle access system should include remote controlled access, intercom, and automatic access to the Bus Fleet.*
- Q3.** Emergency Generator - Please indicate if the contactor is responsible to provide a full fuel tank for the emergency generator.
- A. *Yes, design-builder will furnish and install the fuel tank for the emergency generator.*

- Q4.** Page 5-56 provides indoor design conditions of 75 deg but. does not state indoor humidity. Page 6-26 says 75 deg and 50% RH.for the Administration Building. It would be better to coordinate these two requirements and allow indoor humidity to be 60% or less. 60% is more typical. A requirement for 50% RH with no stated tolerance would require specialized equipment.
- A. *The Engineer of Record should use his/her discretion to determine ideal system for compliance with current building codes and design conditions*
- Q5.** The requirements for continuous ventilation, building pressurization and humidity control will require a dedicated outside air dehumidification system. Verify that this interpretation of the requirements is correct.
- A. *Ventilation system in service bays shall have ability to operate continuously; Clean spaces shall maintain positive air pressure, odorous spaces shall maintain negative pressure; Engineer of Record is responsible to design systems in compliance with current building codes.*
- Q6.** Page 6-23 requires MERV-13 air filters while page 6-26 requires 35% to 60% efficient filters. Please clarify.
- A. *If the relevant LEED credits are pursued, MERV-13 filters would be required.*
- Q7.** Are there requirements for overhead lube lines and reels piped from the lube storage room? What about overhead air and water hose reels?
- A. *Yes; See sections 5.5.2-5.5.4 & 6.3.1.2 for general reference. See more information below:*

OVERHEAD LINES AND REELS SYSTEM EQUIPMENT

1. Hose reels, lube pumps and overhead dispensing units should be included as part of the base bid.
2. Contractor will provide various pipe and fittings to install complete and operable systems.
3. All supplied lube equipment is manufactured by a subcontractor that specializes in lubrication systems installation.

LUBE PUMPS

1. All pumps are UL approved for pumping petroleum products.
2. Install lube pumps for the following:
 - a. Anti-freeze
 - b. Gear Oils
 - c. Motor Oil
 - d. Waste Oil
 - e. Windshield Washer Fluid

HOSE REELS

1. Install lube and air reels for the following:
 - a. Gear Oils
 - b. Motor Oil
 - c. Air
 - d. Anti-Freeze
 - e. Windshield Washer Fluid

HOSE OUTLETS

1. Install air, oil, and water control handles.

ANTIFREEZE AND WINDSHIELD WASHER FLUID

1. Provide 3/4" hard temper, Type "L" copper tubing and wrought copper socket fittings with soldered joints in accordance with ASTM B-88.

MOTOR OIL AND GEAR OIL TUBING

1. Provide 7/8" O.D. dead soft annealed, low carbon steel tubing with a minimum wall thickness of 0.049". Tubing shall conform to SAE J525 specifications.
2. Provide compression fittings to meet or exceed system working pressure rating.

HYDRAULIC HOSE

1. Provide hydraulic hose with factory applied adapters sized and rated for intended uses.
2. Install in a manner so as to minimize friction wear within secondary pipe and to facilitate easy removal if leakage occurs.

VALVES

1. Install valves at all equipment for isolation and maintenance.
2. Provide and install other valves as required. Valve shall be ball type, with lever handle, rated for system pressures.

WASTE OIL EVACUATION PUMP

1. Install UL Listed diaphragm pump.
2. Install fluid hose with quick connector on the pump suction.
3. Provide and install hose hanger.
4. Locate valve to facilitate easy operation.
5. Connect pump discharge to piping system (valve provided).

- Q8.** RFP Section 6.5.4.3 indicates to provide toilets with no more than 0.6 gpf. Currently, there is no manufacturer that can meet this criteria. A dual flush tank-type water closet may be provided that can meet this requirement in one flush mode only. Please verify if this is the intent of the requirement or verify the actual water closet gpf that is required to be met.

- A. *If LEED water efficiency credits are pursued, dual-flush fixtures (which average out to*

lower-per-flush use) should be strongly considered, as the intent is to minimize potable water consumption; however, 1.6 gpf is the minimum efficiency required.

Q9. Distribution Voltage- Normal fluorescent lighting is 277 Volts. Should the emergency lighting be 277 Volts as well. Emergency lighting can be incorporated in selected normal fixtures.

A. *This is up to the discretion of the Engineer of Record.*

Q10. From the RFP: 5.4.3 Design Loads: "Wind Loads: 150 mph....including current Florida Building Code and ASCE 7. Exposure C, Importance 1.15." This directs us to use the current FBC and ASCE 7, but states the wind speed and importance factor of the old code. According to the current Florida Building Code 2012 and ASCE 7-10, the design wind speed for a Risk Category III building should be 200 mph, exposure C . However, the City of Key West uses Exposure D. What is the correct Risk Category, Wind Speed and Exposure for the project?

A. *Design to the current applicable building codes; where conflicts exist, the more stringent requirements shall be followed.*

Attachments

- Attachment C – Cost Proposal Package No. 2

THIS IS A FORMAL ADDENDUM THAT HAS TO BE ACKNOWLEDGED IN THE BID ADDENDA ACKNOWLEDGEMENT FORM. IF A BIDDER FAILS TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AS PART OF ITS BID SUBMISSION, THE CITY RESERVES THE RIGHT TO REQUEST, AND THE BIDDER MUST COMPLY WITHIN TWO (2) BUSINESS DAYS AFTER RECEIPT OF WRITTEN REQUEST FROM THE CITY.

Attachment C
Cost Proposal Package No. 2

PACKAGE NO. 2 - COST PROPOSAL

for

CITY OF KEY WEST PUBLIC TRANSPORTATION FACILITY
KEY WEST, FLORIDA

NOTE TO PROPOSER: Use ink, preferably BLACK, for completing this proposal form.

To: City Clerk, City of Key West

Address: 3126 Flagler Avenue
Key West, Florida 33040

Project Title: Public Transportation Facility
Key West, Florida

CITY Project No.: RFP 001-13

PROPOSER'S person to contact for additional information on the Proposal:

Name: _____

Telephone Number: _____

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned hereinafter called the Design/Build Proposer, declares that the only persons or parties interested in this Proposal are those names herein, that this Proposal is, in all respects, fair and without fraud, that it is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that the Design/Build Proposer has carefully examined the Request for Proposal for design and construction of the Project, that the Proposer attended the Pre-proposal Meeting, that the Proposer has personally inspected the site, that the Proposer has satisfied himself as to the scope of the Project, including, but not limited to required design work, permitting conditions, conditions of construction work involved, quantities of equipment, materials, and building systems as well as the detailed requirements of the Contract, and that this Proposal is made according to the provisions and under the terms of the Contract. Furthermore, the Proposer acknowledges all information presented in the Instructions to Proposers.

The Proposer further agrees that the Proposer has exercised his own judgment regarding interpretation of the Design Criteria information and has utilized all data, which the Proposer believes pertinent from CITY and other sources in arriving at his conclusions.

Contract Execution and Bonds

The Design/Build Proposer agrees that upon receiving notice of City's intent to accept this Proposal the Bidder will, within 15 working days after Notice of Award, sign the Contract, submit the executed Performance and Payment Bonds, and will, to the extent of his Proposal, furnish all design and machinery, tools, apparatus, and other means of construction and do the work and furnish all materials necessary to complete all work as specified or indicated in the Design Criteria and Contract and General and Supplementary Conditions.

Certificates of Insurance

The Design/Build Proposer further agrees to furnish to the City, before signing of the Contract, the certificates of insurance as specified in the Request for Proposal Documents. The CITY shall be listed as additionally insured on all Insurance Certificates.

Start of Project and Contract Completion Time

The Design/Build Proposer further agrees to begin work within ten (10) calendar days after the date of the Notice to Proceed and that construction shall be substantially complete and also completed and ready for final payment and acceptance by, the CITY as set forth in the Design/Build contract

Liquidated Damages

Liquidated damages, in the amount and in accordance with the terms stated in the Agreement, shall be paid by the Proposer for each day from the time specified for the completion of the Contract until final acceptance of the Work in accordance with the Agreement. This is estimated as fixed damages to the CITY for failure to complete the Work in the time specified. This charge shall be made, unless the CITY shall grant an extension of time for the completion of the Work.

Addenda

The Design/Build Proposer hereby acknowledges that he has received Addenda No's _____, _____, _____, _____ (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 the Proposal includes all impacts resulting from said Addenda.

Sales and Use Taxes

The Design/Build Proposer agrees that all sales and use taxes are included in the stated bid prices for the work, unless provision is made herein for the Proposer to separately itemize the amount of sales tax.

Lump Sum Work

The Design/Build Proposer further proposes to accept as full payment for the work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts, it being expressly understood that the amounts are independent of the exact quantities involved. The Design/Build Proposer agrees that the amounts represent a true measure of the labor and materials required to perform the work, including all allowances for 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 a discrepancy, the amount shown in words shall govern.

Preliminary Schedule of Values

Preliminary Schedule of Values prepared in accordance with General Conditions, Paragraph 2.04.B.3 shall be attached to this Cost Proposal Package. Final Schedule of Values shall be developed in accordance with the Contract subject to approval of the City.

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." See Attachment M.

Florida Trench Safety Act

The Design/Build Proposer further acknowledges that, included in the various items of the Proposal and in the total bid price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. These costs shall not be paid for in a separate bid item. See Attachment O.

Permit Costs & Building Permit Allowance

Design / Build Proposer shall obtain and pay for any permits required for execution of the work. Separate permits will be required by the City of Key West Building Department. No permits will be waived.

The City will compensate the Design / Builder for the actual cost of the City of Key West Building Department permit fee required for design and construction of the project. The allowance amount for this bid item shall be **(\$165,000)**. Amounts remaining unused in this allowance shall be credited back to CITY at project completion.

Design / Build proposer further acknowledges that this amount shows is an estimated amount to be included in the Total Base Bid for the Building Permit required by the City of Key West. Proposer acknowledges that payment will be based on actual costs for the permit(s)

Permits other than those required by the City of Key West may be required and contractors shall include the cost of these permits in their base bid.

Total Base Bid Amount

The Design/Build Proposer agrees to accept as full payment for the Work proposed under this Project, as herein specified and as shown on the Drawings, the following Total Base Bid amount, including permit costs, and building permit allowance:

CONSTRUCTION (Phase 3)

Permits and connection fees (other than those covered under the City of Key West Allowance):

Mobilization

General Conditions

Bond & Insurance

Bus Wash station

Fuel station

Administrative Structure

Maintenance Structure

Underground Utilities

Site Work

Lighting

Security fencing

Landscaping

Subtotal (Phase 3)

Permit Allowance for CKW
Building Department

\$ 165,000

TOTAL BASE BID: (Phase 1 +
Phase 2+ Phase 3 + CKW
Permit Allowance)

TOTAL BASE BID - WRITTEN AMOUNT (Amount written in words has precedence)

ALTERNATES:

Listed below are alternate options that will be considered by the City. These options, if accepted by the City will be additions to or deductions from the Total Base Bid Amount stated above. Acceptance of alternates will be authorized through a Change Order issued in accordance with General Conditions. Acceptance or rejection of alternates will be at the sole discretion of the City.

ALTERNATE A - LEED CERTIFICATION - SILVER

Under this alternate bid item, the Design/Builder must achieve certification of the project by the U.S. Green Building Council to LEED SILVER, under LEED 2009 for New Construction and Major Renovations.

The Project must satisfy all the prerequisites and qualify for a minimum number of points to attain the established project rating of LEED Silver. The team will be required to understand the point system and incorporate sustainable design into the project to support the goals. Research of products, systems or alternate options requested by the city shall be considered in the price.

Efforts will include: LEED certification registration, filing, and documentation process, commissioning, design, and all associated fees.

If the City accepts Alternate A - LEED Certification - Silver Level, Contract Price will be increased by:

\$ _____

_____ DOLLARS

(Amount written in words has precedence)

and _____ Cents

ALTERNATE B - LEED CERTIFICATION - GOLD

Under this alternate bid item, the Design/Builder must achieve certification of the project by the U.S. Green Building Council to LEED GOLD, under LEED 2009 for New Construction and Major Renovations.

The Project must satisfy all the prerequisites and qualify for a minimum number of points to attain the established project rating of LEED Gold. The team will be required to understand the point system and incorporate sustainable design into the project to support the goals. Research of products, systems or alternate options requested by the city shall be considered in the price.

Efforts will include: LEED certification registration, filing, and documentation process, commissioning, design, and all associated fees.

If the City accepts Alternate B - LEED Certification - Gold Level, Contract Price will be increased by:

\$ _____
_____ DOLLARS

(Amount written in words has precedence)

and _____ Cents

ALTERNATE C - SECOND 8,000 GAL ABOVEGROUND BIO-DIESEL STORAGE TANK

Under this alternate bid item, the Design/Builder must furnish and install a second aboveground bio-diesel storage tank at the fuel island in lieu of relocating the existing tank. The tank shall meet criteria in technical specification Section 6.5.1.

If the City accepts Alternate C - New Aboveground Storage Tank, Contract Price will be increased by:

\$ _____
_____ DOLLARS

(Amount written in words has precedence)

and _____ Cents

ALTERNATE D - VEHICLE LIFTS

Under this alternate bid item, the Design/Builder must furnish and install:

- Two (2) - Large Vehicle Maintenance Lifts: Rotary Lift: Heavy Duty Parellelogram 6 Leg 45/35S Model or equivalent approved equal.
- One (1) - Small Maintenance Lift: Rotary Lift: Y-Lift (YA12) Model or approved equal

If the City accepts Alternate D - Vehicle Lifts, Contract Price will be increased by:

\$ _____

_____ DOLLARS

(Amount written in words has precedence)

and _____ Cents

SURETY

The Performance and Payment Bonding will be furnished by a Surety. The Surety who will provide the Payment and Performance Bonding will be _____

Whose address is _____
Street

City State Zip Code

PROPOSER

The name of the Design/Build Proposer submitting this Proposal is _____

_____, doing business at

Street City State Zip Code

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

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal 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 Design/Build Proposer: _____

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