THE CITY OF KEY WEST

3140 Flagler Avenue
Key West, FL 33040

ADDENDUM 1:
Repairs to Electrical Systems: Wahoo and Kingfish Piers

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 hereby addended in accordance with the following items:

1. Bid Form: Attached is a revised Bid Form. Contractors are to note that the contract duration has been extended to 45 days and that the bid sheet has been revised.

2. Submittal Log: The attached submittal log is a part of this contract and information will be required upon issuance of the Notice to Proceed.

3. The bid due date is unchanged as a result of this addendum

All Proposers shall acknowledge receipt and acceptance of this Addendum No. 1 by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

_____ _____

Signature Name of Business

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

BID FORM

To: The City of Key West

Address: 3140 Flagler Ave, Key West, Florida 33040

Project Title: Replacement of Electrical Systems: Wahoo and Kingfish

City of Key West Project No.: ITB 12-031

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 45 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 45 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.

	Item Description	Quantity	Units	Unit Price	Total
Kingfish Pier					
	Portion of work from Power Panel "KDP" to Dock Pedestals	1	LS		
	Power Panel KDP	1	LS		
	Portion of work from utility Transformer to power panel "KDP"	1	LS		
			Subtotal Kingfish Pier		
Wahoo Pier					
	Portion of work from Power Panel "WDP" to Dock Pedestals	1	LS		
	Power Panel "WDP"	1	LS		
	Portion of work from Utility Pole to Power Panel "WDP"	1	LS		
			Subtotal Wahoo Pier		
				Total Base Bid:	
Alternate Bid Item 1 (Wahoo Pier)					
	Delete from Scope Replacemnet of Power Panel "WDP"		**Alternate Bid Item 1**		
Alternate Bid Item 2 (Wahoo Pier)					
	Delete from Scope Portion of work from Utility Pole		**Alternate Bid Item 2**		
	to Power Panel "WDP"				
Alternate Bid Item 3 (Kingfish Pier)					
	Delete from Scope Replacement of Power Panel "KDP"		**Alternate Bid Item 3**		
Alternate Bid Item 4 (Kingfish Pier)					
	Delete from Scope Portion of work from utility Transformer		**Alternate Bid Item 4**		
	to power panel "KDP"				

TOTAL LUMP SUM BID: (BASE BID) _____

(numerals)

TOTAL LUMP SUM BID (BASE BID)

_____Dollars

(Amount written in words has precedence)

and _____Cents

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

REPLACEMENT OF ELECTRICAL SYSTEMS: WAHOO AND KINGFISH PIERS

Submittal Log

Contractor will be required to submit the following submittals prior to start of work

1. Schedule of Values
2. Project Schedule
3. Power Panel Information: Catalog information
4. Wire: Catalog Information
5. Conduit: Catalog Information

City will review submittals and provide comments within 5 days of receipt