



THE CITY OF KEY WEST

3140 Flagler St,
Key West, FL 33040

ADDENDUM #2

Project: OM19001601

Mole Pier Boat Washdown Facility

Invitation to Bid: ITB 17-006

October 28, 2016

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both general and technical nature. The referenced bid package is amended as follows:

1. The Bids Due Date and Time are not changed by this Addendum#2.
2. Attached is a replacement for Page 10 Part 1 - Bidding Requirements correcting the contract duration to **240** days.
3. Attached are replacements for Pages 14-15 Part 1 - Bidding Requirements correcting the contract duration to **240** days and adding a Utility Fee Allowance to the Bid Form.
4. Attached are replacementa for Pages 95-96 Part 4 - Scope of Work. This document is updated to include the necessary permitting and design required to install metered domestic water service to the Boat Washdown Facility.
5. Attached is one page exhibiting Contractor-submitted questions and Owner-provided answers.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 by acknowledging Addendum No. 2 in their proposal. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond.

All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

18. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may be allowed in accordance with the provisions stated in the General Conditions.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in this Proposal.

The term of this contract will be **240** calendar days from issuance of the Notice to Proceed.

The **240**-day duration of this contract shall be further divided as follows:

The Contractor shall, within 30 days of the Notice to Proceed, provide the Owner with a review set of design drawings, prepared by a Florida-licensed Professional Engineer and complete relative to the full scope of work and, within the same period shall also provide submittals for all materials and equipment to be procured.

The Owner shall, within 10 days of receipt of material submittals and the review set of design drawings, provide written responses, either approving, approving as noted, or returning corrective commentary.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to complete work within **240** calendar days after the date of the Notice to Proceed.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of \$250.00 per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

ADDENDA

The Bidder 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 his Proposal(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.

LUMP SUM ITEMS

The Bidder 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. The Bidder agrees that the lump sum represent a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

Base Bid:

Design Drawings and Documents for Mole Pier Boat Washdown Facility	(Lump Sum)	_____	(1)
Construct Mole Pier Boat Washdown Facility	(Lump Sum)	_____	(2)
Project & Site-specific Accident Prevention Plann (APP)	(Lump Sum)	_____	(3)
Project-specific Quality Control Plan	(Lump Sum)	_____	(4)
Utility Fee Allowance	(Lump Sum)	12,500.00	(5)

Total Bid:		_____	(6)
		Sum of (1) through (5) inclusive	

_____ **Dollars and** _____ **Cents**

Total Bid Written in Words has precedence (Basis of Award)

SCOPE OF WORK

PART 1 - SCOPE OF WORK

1.1 DESCRIPTION

- A. Work Included: Professional design, engineer, furnish all materials, equipment, labor and construction of MOLE PIER BOAT WASHDOWN FACILITY and all necessary appurtenances and design drawings, record drawings, permit drawings, surveys, and incidental work to provide a complete and serviceable project identified as:

OM19001601 / MOLE PIER BOAT WASHDOWN FACILITY

- B. Related requirements in other parts of the Contract Documents: General and Supplementary Conditions of the Contract for Construction.
- C. Contractor's Duties:
1. In addition to provisions stipulated in other portions of the Contract Documents, the Contractor shall:
 - a. Prepare for Owner review, complete design and permit drawings stamped by the Contractor's Designated Engineer of Record (EOR), a licensed Professional Engineer (PE) registered in the State of Florida. The design must meet all applicable building, electrical, and fire safety codes.
 - b. Secure permits as necessary for proper execution and completion of the work. Permit fees will be reimbursed directly from the Permit Allowance with no markup, overhead, or profit applied.
 - c. Notify (in writing) all affected tenants of the City Marina at Garrison Bight (the construction site) of work to be performed. More specifically the notice shall state the day and time construction will begin, hours of work, the name and phone number of the Contractor's Superintendent and an end date for the project. Any such notice shall also be provided to the Owner.
 - d. Coordinate with electrical utility as necessary to provide metered electrical service(s) to the proposed installation(s). Contractor is to remit any one-time utility connection fees, inspection fees, and impact fees as necessary for connection of the facility to the power-providing utility's network. Said fees shall be reimbursed directly from the Utility Fee Allowance with no markup, overhead, or profit applied.
 - B. The Contractor shall be totally responsible for all permits required and shall ensure that construction complies with all applicable local, state, and federal codes.
 - C. The Contractor shall provide an experienced, qualified, and competent Superintendent to oversee the Work and perform quality assurance inspections. Prior to starting construction, the proposed Superintendent's qualifications shall be submitted in writing to the City for approval. The approved Superintendent shall be expected to remain for the duration of the Project, unless the City or Engineer deem him/her inadequate and requests his/her removal or the Contractor cannot continue his services to the Project for a reason or reasons that shall be communicated in writing to the City.
 - D. A replacement Superintendent shall be required to follow the same approval process as required for the original. The Superintendent shall provide to the City Inspector Construction

Reports for each day of construction, the reports shall be in English, legible, and signed. Contractor shall provide PDF copies monthly. Reports shall include quality control (QC) checks done daily.

- E. It shall be the Contractor's responsibility to request approval for entrance to the site for work on Saturdays, Sundays, holiday, and weekday hours other than 7:00 AM until 7:00 PM. No construction can commence before 8:00 AM on weekdays or before 9:00 AM on Saturdays.
- F. The Contractor shall provide material safety data sheets (2 copies) for chemicals, paints, coatings and materials used on-site prior to initiation of work.

1.2 CONTRACTOR'S USE OF PREMISES

- A. Work shall be scheduled so as to minimize interference with on-going area activities.
- B. Coordinate use of premises and requirements for security under direction of City.
- C. This is a smoke free construction zone. **NO SMOKING PERMITTED WITHIN CONSTRUCTION ZONE.**
- D. Assume full responsibility for the protection and safekeeping of products, under this Contract, stored on the site.
- E. Obtain and pay for the use of additional storage or work areas needed for operation.
- F. Contractor shall provide drinking water and toilet facilities for construction personnel; The City will not provide.
- G. Contractor shall be responsible for properly removing trash and waste materials from the site.

1.3 MAINTENANCE OF EXISTING UTILITIES OPERATION

- A. Provide at least two (2) weeks notice prior to interruption of utility services for temporary or permanent connections.
- B. Keep interruption of utility services, and utility outages during disconnection, moving, and reconnection to a minimum.
- C. Keys Energy shall be notified two weeks in advance in writing by the contractor for any KEYS support equipment required by the Contractor during any excavation. (e.g., Power poles next to excavations requiring support, etc.) No additional payment will be paid for this coordination.
- D. Prior to commencing any excavation, Contractor will be responsible for utility notification and obtaining a necessary "LOCATE TICKET" obtained by contacting Sunshine One-Call (811) as required by Florida law.

1.4 UTILITY SERVICE CONNECTIONS AND ASSOCIATED PERMITS

- A. **As an integral part of the design process and design team's Scope of Work, the Contractor shall be responsible for preparation of all required FCAA and FDEP service requests, worksheets, and permit applications for installation of metered domestic (potable) water service to the washdown facility.**
- B. **All utility permit application, service connection, and impact fees shall be paid by the Contractor and reimbursed directly from the Utility Fee Allowance included in the Bid Form. Utility fees paid by the Contractor shall be directly reimbursable and included on the next scheduled Application for Payment. Utility fee reimbursements shall not have any Overhead or Profit applied.**

RFI

- Q.** Addendum #1 states completion time 240 days, Page 10 of Part 1, Bidding Requirements and Page 14 of the Bid Form states 210 days. Which is correct: 240 days or 210 days for completion?
- A.** 240 days is the correct duration of the contract. This Addendum #2 issues corrected documents to that effect.
- Q.** Are there Davis Bacon Wages included in this contract?
- A.** No.
- Q.** Is Certified Payroll required?
- A.** No.
- Q.** Bid Form, Page 35, Item Number 11 states: *“Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms, Conditions of the Contract...”* If we are required to submit Part 2, Contract Forms and Part 3, Conditions of the Contract...What is the contractor required to complete and execute in Part 2, Contract Forms?
- A.** Please return only Part 1 with the bid, making sure to complete all required fields so that your bid can be considered responsive.
- Q.** See Number 4 above: Can these sections be deleted from the Bid submittal documents (Part 2, Contract Forms and Part 3, Conditions of the Contract)?
- A.** Yes.
- Q.** Builder’s Risk: Is Flood Insurance required? If Flood Insurance is even attainable, it is going to be astronomical in cost.
- A.** No Flood endorsement is required.
- Q.** Is a Flood Elevation Certificate available?
- A.** No.
- Q.** Builder’s Risk: Is Wind Insurance required?
- A.** No Wind endorsement is required. The Contractor shall be responsible to protect the site, the stored materials, and the construction through all phases from wind damage and shall take appropriate protective measures should a storm watch or warning be issued. The Contractor shall bear all risk arising from uninsured damages or losses deemed to be a result of wind effects and shall hold harmless both the City of Key West and the U.S. Navy in any and all claims arising from such an event.

ADDENDUM #1
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October 28, 2016

————— **End of Addendum #2** —————