

RESOLUTION NO. 13-097

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF D.N. HIGGINS, INC. FOR THE CONSTRUCTION OF SWITCHGEAR ENCLOSURES AND A FUEL STATION AT THE NAVY MOLE PIER IN AN AMOUNT NOT TO EXCEED \$2,056,140.00 IN ACCORDANCE WITH THE TERMS SPECIFIED IN ITB 13-011 AND AMENDMENTS THERETO; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West leases from the United States of America through the Department of the Navy a section of the Navy Outer Mole Pier for the specific purpose of cruise ship berthing; and

WHEREAS, in lieu of rent payments to the Navy for use of the Mole Pier, the City has agreed to perform certain in-kind projects, including the work contemplated in ITB 13-011: Construction of Switchgear Enclosures and a Fuel Station; and

WHEREAS, the cost of this project is covered as an in-kind service through the Navy Mole Lease fund;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That the bid of D.N. Higgins, Inc. for the construction of switchgear enclosures and a fuel station at the Navy Mole Pier in an amount not to exceed \$2,056,140.00 in accordance with ITB No.13-011, is hereby awarded.

Section 2: That the City Manager, upon consent of the City Attorney, is authorized to execute a contract in substantial conformance with the bid documents on behalf of the City of Key West.

Section 3: That a necessary budget transfer in the amount of \$2,056,140.00 is hereby authorized from Navy Reserves Account 602-1900-519-98.06 to Navy Repairs and Maintenance Account 602-1900-519-4600 and for project number OM1301.

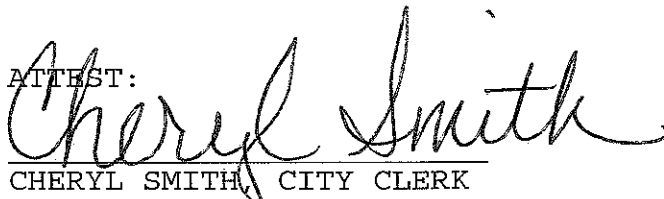
Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 2nd day of April, 2013.

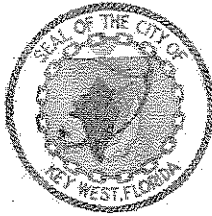
Authenticated by the presiding officer and Clerk of the Commission on April 3, 2013.

Filed with the Clerk April 3, 2013.

ATTEST:


CHERYL SMITH, CITY CLERK


CRAIG CATES, MAYOR



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

EXECUTIVE SUMMARY

TO: Bob Vitas, City Manager
E. David Fernandez, Asst. City Manager - Operations

FROM: Terrence Justice, Engineering

DATE: March 13, 2013

RE: Award of ITB 13-011 to D. N. Higgins, Inc. in the amount of \$2,056,140.00 for Switchgear Enclosures & Fuel Station at the Navy Mole Pier.

ACTION STATEMENT:

This resolution will approve the award of the bid of **D. N. Higgins, Inc.** in response to ITB 13-011 in a total amount not to exceed \$2,056,140 for "Switchgear Enclosures & Fuel Station," approve necessary budget transfers, and authorize the City Manager to execute the contract.

BACKGROUND:

Invitation to Bid (ITB) 13-011 was advertised on 20 February, 2013 and bids were opened on 13 March 2013. The lowest Base Bid was received from D. N. Higgins, Inc. in the amount of \$1,257,000. At the direction of the U.S. Navy (NAVFAC) alternate bid items are also to be awarded in the amount of \$799,140. As such, the total not-to-exceed award (Base Bid plus Alternate Bid Items) is \$2,056,140.

A bid was also received from Pedro Falcon Electrical Contractors, Inc. which included a local vendor certification affidavit and a bid amount within 5 percent of the lowest non-local bid. Under the provisions of the Local business enterprise preference, City Ordinance 2-798, Pedro Falcon Electrical Contractors, Inc. notified the City that they would fully match the low bid received from D. N. Higgins, Inc., the lowest non-local bidder. However, the Pedro Falcon bid was deemed non-responsive due to their submitted Construction Administration subcontractor not meeting the minimum requirements specified in the ITB package.

Key to the Caribbean – Average yearly temperature 77° F.

MEMORANDUM

BACKGROUND (continued):

In lieu of rent payments to the Navy for the use of the Mole pier, the CITY has agreed to perform certain In-Kind Projects. ITB 13-031 Switchgear Enclosures & Fuel Station was requested by the Navy via In-kind letter 11011 OPDBRM/0010 dated 25 January 2013.

This ITB was advertised in The Key West Citizen, DemandStar, and the City of Key West web site. All three bids received were deemed responsive and within the budgeted amount for the project.

PURPOSE AND JUSTIFICATION

This project is in conformance with the Lease Agreement N62467-03-RP-00077 between the City and the U.S. Navy as approved by Resolution 03-138 and has been requested by the Navy via the aforementioned In-Kind Letter.

OPTIONS:

1. City Commission can approve the award of this contract to bid proposal to D. N. Higgins, Inc. in the amount of \$2,056,140.
2. City Commission could reject all bids and direct staff to solicit additional bids.

FINANCIAL IMPACT:

Budget Transfer: Additional funds in the amount of \$2,056,140 will be moved from the Navy Reserves Account #602-1900-519.98-06 to Navy Repairs and Maintenance Account #602-1900-519.46-00 and used to fund project number OM1301.

RECOMMENDATION:

Staff recommends that the City Commission select option 1, approving the award of this contract to D. N. Higgins, Inc. in the amount of \$2,056,140.



City of Key West
P.O. Box 1409
Key West, FL 33041

Notice of Award

Date: April 3, 2013

Project Number: OM1301
ITB 13-011

Owner: City of Key West
Company: D. N. Higgins, Inc.
Address: 3390 Travis Pointe Rd.
Ann Arbor, MI 48108

Project Name: **SWITCHGEAR ENCLOSURES & FUEL STATION (ITB 13-011)**

To Whom it May Concern:

You are hereby notified of the City of Key West's intent to award to Douglas N. Higgins, Inc. the contract for **Mole Pier Switchgear Enclosures** pursuant to City of Key West Resolution 13-097. The award amount is **\$2,056,140** based on the base bid and bid alternate items authorized.

Enclosed please find three copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office by **April 15, 2013**.

The following items must be received prior to issuance of the Notice to Proceed:

1. The Certificate of Insurance must be attached to the documents; one original and two copies are acceptable.
2. Powers – of – Attorney must be submitted in each bond document; one original and two copies are acceptable.
3. Properly executed Payment Bond.

It is also recommended that the *RAPIDGate* application process is initiated immediately upon receipt of this notice.

Sincerely,

A handwritten signature in black ink, appearing to read "Terrence Justice", is written over a horizontal line.

Terrence Justice
Engineering
cc: Cheri Smith, City Clerk
Project File

APRIL 3, 2013

NOTICE OF AWARD
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AGREEMENT

This Agreement, made and entered into this ____ day of April, 2013,

by and between the **City of Key West**, hereinafter called the "**Owner**," and

D. N. Higgins, Inc., hereinafter called the "**Contractor**";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for Construction of **SWITCHGEAR ENCLOSURES & FUEL STATION**, to the extent of the Bid made by the Contractor, dated the 13th day of March, 2013, all in full compliance with the Contract Documents referred to herein.

The BIDDING REQUIREMENTS, including the signed copy of the Bid, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of Detailed Drawings for "**Switchgear Enclosures & Fuel Station-ITB 13-011**" are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Bid.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Project, based upon the Bid, shall be substantially complete within **180** consecutive calendar days from the date the Notice to Proceed is issued, and will be totally completed and ready for final payment and acceptance within **180** consecutive calendar days from the date the Notice to Proceed is issued.

Liquidated Damages: The Contractor recognizes that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the times specified in

APRIL 3, 2013

AGREEMENT

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paragraph above, plus any extensions thereof allowed in accordance with Article 12, of the General Conditions.

Owner and Contractor also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner, if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Owner **\$500** for each day that expires after the time specified for substantial completion. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the contract time or any proper extension thereof granted by the Owner, Contractor shall pay the Owner **\$200** for each day that expires after the time specified for completion and readiness for final payment. Liquidated damages shall run concurrent.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _____ day of April, A.D., 2013.

CITY OF KEY WEST

Owner: _____

By: Bogdan Vitas

Title: City Manager

Contractor: _____

By: _____

Title: _____

Approved as to Form

Attorney for Owner

END OF SECTION

INTEROFFICE MEMORANDUM

To: Terry Justice, City/Navy Coordinator

CC: Roland Flowers, Production Division Director
Sue Snider, Purchasing

From: Cheri Smith, City Clerk

Date: March 13, 2013

Subject: **SWITCHGEAR ENCLOSURES AND FUEL STATION; BID NO. 13-011**

The following bids were opened Wednesday, March 13, 2013 at 3:00 p.m. in response to the above referenced project.

- | | | |
|----|--|-----------------------|
| 1. | D. N. Higgins, Inc.
3390 Travis Pointe Road
Ann Arbor, MI 48108 | Total: \$1,257,000.00 |
| 2. | E.L.C.I. Construction Group, Inc.
626 N.E. 124 th Street
N. Miami, FL 33161 | Total: \$1,655,433.00 |
| 3. | Pedro Falcon Electrical Contractors, Inc.
31160 Avenue C
Big Pine Key, FL 33043 | Total: \$1,273,020.00 |

CS/sph
Bid 13-011 -- Switchgear Enclosures & Fuel Station

Bid Form ITB 13-011

City of Key West Project: OM1301

Base Bid:

SW#1 through SW#3 Enclosures (inclusive)	(Lump Sum)	<u>1,067,400 -</u>	(1)
Accident Prevention Plan (APP) Management	(Lump Sum)	<u>37,000 -</u>	(2)
Quality Control (QC) Program Management	(Lump Sum)	<u>62,000 -</u>	(3)
Construction Administration (CA) Program Management	(Lump Sum)	<u>90,600 -</u>	(4)

Total Bid: 1,257,000 -
(1)+(2)+(3)+(4)

One Million Two Hundred Fifty Seven Thousand dollars and 00 Cents
Total Bid Written In Words has precedence (Basis of Award)

All Bid Items Below are "Alternate Bid Items":

Alternate: SW#4 Enclosure (includes all site work within 100 feet of SW#4 location) (Lump Sum) 326,700 - (5)

Alternate Bid Items for SW#1 - SW#4
(Option # corresponds to Notes on Sheet A501 of Drawing Set)

	Quan.	Meas.	Unit Cost	Ext.	
Alternate: Option 1. Stainless Steel Watertight Man-door 3'	12	ea.	<u>8,325 -</u>	<u>99,900 -</u>	(6)
Alternate: Option 2. Stainless Steel OH Coil Roll-up Door 12'0"	4	ea.	<u>5,460 -</u>	<u>21,840 -</u>	(7)
Alternate: Option 3. Aluminum Flood Panel for 3' Man-door	12	ea.	<u>2,695 -</u>	<u>32,340 -</u>	(8)
Alternate: Option 4. Aluminum Flood Panel for 12'0" Roll-up Door	4	ea.	<u>5,640 -</u>	<u>22,560 -</u>	(9)
Alternate: Option 5. Stainless Steel OH Coil Roll-up Door 10'0"	1	ea.	<u>5,120 -</u>	<u>5,120 -</u>	(10)
Alternate: Option 6. Aluminum Flood Panel for 10'0" Roll-up Door	1	ea.	<u>5,520 -</u>	<u>5,520 -</u>	(11)

Alternate Bid Items: Fueling Station

Alternate: Fueling Station: Site Work, Electrical, Fence, Concrete, Std. Tank (Lump Sum) 302,500 - (12)

Alternate: Stainless Steel Option for 1000 Gal. Fuel Tank (Lump Sum) 15,000 - (13)

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:

Perez Engineering and Development
Name

1010 Kennedy Dr. Suite 201 Key West FL 33040
Street City State Zip

Nearshore Electric, Inc.
Name

5680 1st Ave Key West FL 33040
Street City State Zip

TEM Environmental + Mechanical
Name

31425 SW Ave. Homestead FL 33030
Street City State Zip

EG Braswell Construction
Name

5635 McDonald Ave Key West FL 33040
Street City State Zip

Surety

Hartford Accident + Indemnity CO. whose address is

5445 Corporate Dr Troy MI 48068
Street City State Zip

Bidder

The name of the Bidder submitting this Bid is Douglas N. Higgins, Inc.

_____ doing business at

3390 Travis Pointe Rd Ann Arbor MI 48108
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:

Douglas Higgins President
R. Suzanne Hawker Secretary/Treasurer
James Sweet, Dan Higgins & Kelly Wilkie Vice President

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 3rd day of 2013.

(SEAL)

Douglas N. Higgins, Inc.
Name of Corporation

By: Kelly A. Wilkie

Title: Vice-President

Attest: R. Suzanne Hawker
Secretary

END OF SECTION

March 8, 2013
~~FEBRUARY 14, 2013~~

BID FORM
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