

RESOLUTION NO. 17-183

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF EBSARY FOUNDATION COMPANY IN RESPONSE TO ITB #17-015 IN A TOTAL AMOUNT NOT TO EXCEED \$883,960.00, FOR DOLPHIN PIER REPLACEMENT AT CITY MARINA AT GARRISON BIGHT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, three responsive bids were opened on May 31, 2017, in response to ITB #17-015, and City staff recommends award of bid to the lowest responsive bidder; and

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

Section 1: That the bid of Ebsary Foundation Company is hereby awarded in an amount not to exceed \$883,960.00, as specified in the response to ITB #17-015, the terms and conditions of which are incorporated herein.

Section 2: That funds for this project are budgeted in infrastructure account 413-7551-575-6300 (Project No. GB75511602).

Section 3: That the City Manager is authorized to execute any necessary documents, upon the advice and consent of the City Attorney, that are consistent with ITB #17-015 and the approval granted herein.

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 5th day of July, 2017.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of July, 2017.

Filed with the Clerk on July 6, 2017.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Absent</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

3140 Flagler Ave Key West, FL 33040 (305) 809-3792

TO: Jim Scholl, City Manager

FROM: Karen Olson, Deputy Director Port & Marine Services

Cc: Greg Veliz, Asst. City Manager

DATE: June 2, 2017

SUBJECT: Award ITB #15-015 Dolphin Pier Replacement – City Marina at Garrison Bight

ACTION STATEMENT

Resolution approving the award for Invitation to Bid (ITB) #17-015 – Dolphin Pier Replacement - City Marina at Garrison Bight to Ebsary Foundation Company and authorize the City Manager to execute the contract in the amount of \$883,960.

BACKGROUND

Dolphin Pier at City Marina is home to 16 live aboard vessels leasing wet slips. The concrete structure built over 30 years ago is showing signs of structural damage from age and has been determined to be at or near the end of its operational usefulness. Staff has determined that the structure is uneconomically repairable and should be replaced with a floating dock system. The project would call for a complete demolition of existing structure replacing the old system with new pilings and floating pier along with all utilities.

ITB #17-015 was advertised on April 30, 2017 seeking bids from qualified individuals or firms for the replacement of Dolphin Pier.

Three (3) responses were received on May 31, 2017:

- | | |
|-------------------------------|----------------|
| 1. Ebsary Foundation Co. | \$ 883,960.00 |
| 2. Kearns Construction Co. | \$ 998,363.16 |
| 3. Shoreline Foundation, Inc. | \$1,115,110.00 |

All bids were reviewed by Seaport Staff and Ebsary Foundation Company was determined to be the lowest responsive bidder.

PURPOSE & JUSTIFICATION

As stated above, the pier is at the end of its useful life. The improvements include a 10'x 170'+/- aluminum framed floating dock with an ADA compliant gangway connecting to the seawall. Existing utilities above the pier will be re-

MEMORANDUM

used and include power/phone/cable pedestals, water/sewer pedestals and electrical cabinets. New utility lines will be provided including HDPE piping for water, sewer, fire protection and electrical G-cable.


FINANCIAL IMPACT

This project is fully funded in Infrastructure account 413-7551-575-6300 (GB75511602).

RECOMMENDATION

Staff recommends approving the award for Invitation to Bid (ITB) #17-015 – Dolphin Pier Replacement - City Marina at Garrison Bight to Ebsary Foundation Company and authorize the City Manager to execute the contract in the amount of \$883,960.

INTEROFFICE MEMORANDUM

To: Karen Olson, Deputy Directory Port and Marina Services
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk 
Date: May 31, 2017
Subject: **DOLPHIN PIER REPLACEMENT CITY MARINA AT GARRISON BIGHT;
BID 17-015**

The following bids were opened Wednesday, May 21, 2017 at 3:00 p.m. in response to the above referenced project.

- | | | | |
|----|--|--------|----------------|
| 1. | Ebsary Foundation Company
2154 NW North River Drive
Miami, FL 33125 | Total: | \$883,960.00 |
| 2. | Kearns Construction Company
4101 Braganza Avenue
Miami, FL 33133 | Total: | \$998,363.16 |
| 3. | Shoreline Foundation, Inc.
2781 SW 56 th Avenue
Pembroke Park, FL 33023 | Total: | \$1,115,110.00 |

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

BID FORM

To: The City of Key West
Address: 1300 White St., Key West, Florida 33040
Project Title: Dolphin Pier Replacement - City Marina @ Garrison Bight

City of Key West Project No.: GB75511602 (ITB# 17-015)

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

Name: Matthew J. Shiring
Telephone: 305-325-0530

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.

GENERAL INSURANCE REQUIREMENTS

- A. During the term of the Contract, the Contractor shall provide, pay for, and maintain with insurance companies satisfactory to the City of Key West (City), the types of insurance described herein.
- B. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
- C. The City shall be specifically included as an additional insured on the Contractor's Marine General Liability, Umbrella Liability and Business Automobile Liability policies including a waiver of subrogation clause in favor of the City of Key West on all policies, and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The City's additional insured status should be extended to the Completed Operations coverage.
- D. The Contractor shall deliver to the City, prior to the City issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance with proof that the person signing the certificate is an authorized representative thereof. In addition, certified, true and exact copies of the insurance policies required herein shall be provided the City, on a timely basis, if requested by the City.
- E. Ten days after the City has issued the Notice to Proceed, if Contractor refuses or otherwise neglects to deliver the required Certificate(s) of Insurance personally and manually signed by the authorized representative of the insurance company(s), the City may, at the City's sole discretion, (a) terminate or suspend this Contract and seize the amount of Contractor's bid security (Bid Bond, cash or other security acceptable to the City).
- F. The Contractor shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the City requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the Contractor shall promptly authorize and have delivered such statement to the City.
- G. The Contractor authorizes the City and/or its insurance consultant to confirm all information furnished to the City, as to its compliance with its Bonds and Insurance Requirements, with the Contractor's insurance agents, brokers, surety, and insurance carriers.
- H. All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the City. The City's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the Contractor in this Contract.
- I. The acceptance of delivery to the City of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the City that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
- J. No work or occupancy of the premises shall commence at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the Contractor by the City.

- K. The insurance coverage and limits required of the Contractor under this Contract are designed to meet the minimum requirements of the City. They are not designed as a recommended insurance program for the Contractor. The Contractor alone shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
- L. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the Contractor agrees, if required by the City to provide, pay for, and maintain a surety bond acceptable to the City from an insurance company acceptable to the City (or a standby irrevocable Letter of Credit acceptable to the City) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
- M. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- N. All policies of insurance required herein shall require that the insurer give the City thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
- O. Renewal Certificate(s) of Insurance shall be provided to the City at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the Contractor in this Contract.
- P. If the Contractor fails to provide or maintain the insurance coverage required in this Contract at any time during the term of the Contract, the City may terminate or suspend this Contract.
- Q. If the Contractor utilizes contractors or sub-contractors to perform any work governed by this agreement, the Contractor will ensure all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. In addition, the Contractor will ensure that the contractors and sub-contractors insurances comply with all of the Insurance Requirements specified for the Contractor contained within this agreement. The Contractor shall obtain Certificates of Insurance comparable to those required of the Contractor from all contractors and sub-contractors. Such Certificates of Insurances shall be presented to City upon request.

SPECIFIC INSURANCE COVERAGES AND LIMITS

- A. All requirements in this Insurance Section shall be complied with in full by the Contractor unless excused from compliance in writing by the City.
- B. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the City.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under

this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

United States Longshoremen and Harbor Workers (USL&H) coverage shall be maintained by the Contractor that will respond to the Federal USL&H statute (33 USC sections 901-950). Such coverage shall have minimum limits consistent with 33 USC sections 901-950 and in no case less than \$1,000,000.

Jones Act coverage shall be maintained by the Contractor that will respond to claims filed under the Federal Jones Act (46 U.S.C.A. subsection 688). Such coverage shall have minimum limits of \$1,000,000.

Marine General Liability Insurance shall be maintained by the Contractor on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent Contractors, Broad Form Property Damage, and Products & Completed Operations Coverage. Coverage must extend to damage/destruction of vessels being relocated by the Contractor. In addition to the required Certificate(s) of insurance, the Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy before the City will issue the notice to proceed.

The minimum acceptable limits will be:

Bodily Injury &	\$2,000,000.00 Combined Single Limit each
Property Damage Liability	Occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the Contractor for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is no less restrictive than the Primary General Liability policy.

Business Automobile Liability Insurance shall be maintained by the Contractor as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury \$1,000,000.00 Limit Each Accident
Property Damage Liability \$1,000,000.00 Limit Each Accident

or

Bodily Injury &
Property Damage Liability \$1,000,000.00 Combined Single Limit Each
Accident

Watercraft Liability Insurance The Contractor will be required to maintain Watercraft Liability Insurance with minimum limits of \$2,000,000.

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 90 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

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 \$1,000 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. 1, 2, 3, _____, _____, (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. 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.

Dolphin Pier Dock Replacement
City Marina at Garrison Bight
Key West, Florida, Florida
Stantec Project No. 215613443
BID FORM

Bid unit prices stated in this proposal include all costs and expenses for labor, equipment, materials, contractor's overhead and profit. Unit prices for the various work items are intended to establish a total price for completing the project in its entirety. All work and incidental costs shall be included for payment under the several scheduled items of the overall contract, and no separate payment will be made therefore.

	Item Description	Qty	Units	Unit Price	Total
Base Bid					
	Mobilization	1	EA	\$23,000	
	General / Supp Conditions	1	EA	\$45,000	
	Performance / Payment Bonds	1	EA	\$10,000	
	Demobilization	1	EA	\$2,500	
	(10% of Construction Cost Max)	1	LS		\$ 80,500
	Permit Fees (to be paid at cost)	1	LS	\$25,000	\$ 25,000
	Relocation of existing boats to King Fish Pier and return to Dolphin Pier at end of project including installation and removal of temporary mooring piles	1	LS	\$33,000	\$ 33,000
	Demolition of Existing Wood and Concrete Pier and removal of all existing concrete spalling debris that has fallen or will fall from existing Pier	1	LS	\$65,000	\$ 65,000
	Furnish and install Main Floating Pier (12'w by 40'l)	480	SF	\$ 70	\$ 33,600
	Furnish and install temporary Mooring Piles	10	EA	\$ 450	\$ 4,500
	Furnish and install Main Floating Pier (10'w by 130'l)	1300	SF	\$ 68	\$ 88,400
	Furnish and install Finger Piers (4'wx35'l)	1120	SF	\$ 68	\$ 76,160
	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$ 7,000	\$ 112,000
	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$ 4,500	\$ 72,000
	Pile Collars	16	EA	\$ 500	\$ 8,000
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$15,000	\$ 15,000
	Furnish and install accessories (15" Cleats: Main Pier/finger)	80	EA	\$ 40	\$ 3,200
	Electrical System per Stantec Plans and Specifications, including new CATV/Phone Cabinet	1	LS	\$130,000	\$ 130,000
	Potable Water System per Stantec Plans and Specifications	1	LS	\$28,000	\$ 28,000
	Sewer System per Stantec Plans and Specifications	1	LS	\$35,000	\$ 35,000
	Fire System per Stantec Plans and Specifications	1	LS	\$47,000	\$ 47,000
	As-builts	1	LS	\$ 2,000	\$ 2,000
	Product information and Warranty Certificate Binder	1	LS	\$ 100	\$ 100
	Safety Act	1	LS	\$ 500	\$ 500

General Allowance (Only to be used with owners' written permission)	1	LS	\$25,000	\$ 25,000
Total Base Bid				\$ 883,960

TOTAL LUMP SUM BASE BID

Eight Hundred Eighty-Three Thousand, Nine Hundred Sixty Dollars

(Amount written in words has precedence)

and Zero 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:

Florida Keys Electric Inc.

Name

5730 2nd Avenue Key West FL 33040
Street City State Zip

Gary's Plumbing and Fire, Inc.

Name

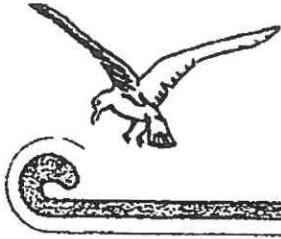
6409 Second Terr Ste 1 Key West FL 33040
Street City State Zip

Name

Street City State Zip

Name

Street City State Zip



EBSARY

foundation company

MARINE AND ENGINEERING CONSTRUCTION

2154 N.W. North River Drive, Miami, Florida 33125-2297

Ofc. (305) 325-0530 • CC# E-502 • Fax (305) 325-8684

City of Key West ITB #17-015
Dolphin Pier Replacement – City Marina at Garrison Bight
Key West, Florida

Project References

EBSARY FOUNDATION COMPANY

Tax Payer ID # 59-0229150

Florida General Contractor License No. CGC059721

Miami-Dade County License No. E502

Dun and Bradstreet Number: 003869229

FBPE Certificate of Authorization No. 30489

1. Project Reference 1

Name: Replacement of Tarpon Pier City of Key West Marina

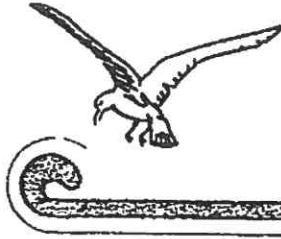
- 1.1. Description and Location of Work: Demolition of existing pile and timber dock. Furnish and install new floating dock and amenities. Located in City of Key West.
- 1.2. Contract Amount: \$1,758,000
- 1.3. Dates work was Performed: January 2013 – August 2013
- 1.4. Owner: City of Key West
- 1.5. Owner Contact Info: Birchard Ohlinger - (305) 809-3747, bohlinger@keywestcity.com
- 1.6. Engineer: Hans Wilson & Assoc., Inc
- 1.7. Engineer Contact Info: Hans Wilson - 239-334-6870

2. Project Reference 2

Name: Turnberry Isle Marina Yacht Club

- 2.1. Description and Location of Work: Demolition and disposal from water of concrete and floating docks. Pile extraction. Pile Driving. Installation of new Floating docks. Located in Aventura Florida.
- 2.2. Contract Amount: \$960,000
- 2.3. Dates work was Performed: August 2016 – March 2017
- 2.4. Owner: YCM Acquisition LLC
- 2.5. Owner Contact Info: Dan Stevens – 305-682-4134
- 2.6. Engineer: Techno Marine Construction
- 2.7. Engineer Contact Info: Mark Bolchoz – 888-418-3625

Incorporated 1930



EBSARY

foundation company

3. Project Reference 3

Name: Island Gardens Mega Yacht Marina

- 3.1. Description and Location of Work: Install Mega Yacht Facility floating docks. Located in Miami Florida.
- 3.2. Contract Amount: \$700,000
- 3.3. Dates work was Performed:
- 3.4. Owner: Flagstone Properties, LLC
- 3.5. Owner Contact Info: Michael Pelczar (954) 253-5539 mpelczar@flagstonegroup.com
- 3.6. Engineer: Techno Marine Construction
- 3.7. Engineer Contact Info: Mark Bolchoz – 888-418-3625

4. Project Reference 4

Name: South Point Pier Replacement Project

- 4.1. Description and Location of Work: Demolition and installation of new concrete fishing pier. Located in Miami Florida.
- 4.2. Contract Amount: \$1,365,000
- 4.3. Dates work was Performed: March 2013 – May 2014
- 4.4. Owner: City of Miami Beach
- 4.5. Owner Contact Info: Rafael Granado – 305-673-7080
- 4.6. Engineer: Atkins
- 4.7. Engineer Contact Info: Victor H. Herrera – 305-592-7275

5. Project Reference 5

Name: Repairs to Navy Mole Bulkhead

- 5.1. Description and Location of Work: Demo and Install replacement 400 LF of new Sheet pile Seawall with CIP Concrete Cap and Promenade slab, waler and grouted soil anchor tiebacks, mill and repave the pier and utility restoration. Located in Key West Florida
- 5.2. Contract Amount: \$3,278,000
- 5.3. Dates work was Performed: June 2012 – April 2013
- 5.4. Owner: US Dept of Navy NAVFAC SE / City of Key West
- 5.5. Owner Contact Info: Ray Cotton - NAVFAC SE, (850) 814-7060, Melvin.Cotton.ctr@navy.mil.
- 5.6. Engineer: Appledore Marine Engineering
- 5.7. Engineer Contact Info: Robert Snover – 603-766-1870, amei@appledoremachine.com

Bidder

The name of the Bidder submitting this Bid is Ebsary Foundation Company

_____ doing business at

<u>2154 NW North River Drive</u>	<u>Miami</u>	<u>FL</u>	<u>33125</u>
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:

Scott A. Alfele - President

Richard Ebsary - Chairman

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 30 day of May 2017.

(SEAL)

Ebsary Foundation Company
Name of Corporation
By: [Signature]
Title: President
Attest: [Signature]
Secretary

END OF SECTION

FLORIDA BID BOND

BOND NO. N/A

AMOUNT: \$ 5% OF THE BID AMOUNT

KNOW ALL MEN BY THESE PRESENTS, that EBSARY FOUNDATION COMPANY

hereinafter called the Contractor (Principal), and TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

a corporation duly organized and existing under and by virtue of the laws of the State of Florida, hereinafter called the Surety, and authorized to transact business within the State of Florida, as Surety, are held and firmly bound unto The City of Key West as Owner

(Obligee), in the sum of: FIVE PERCENT OF THE AMOUNT BID

_____ DOLLARS (\$ 5% _____), for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the Principal is herewith submitting his or its Bid Proposal for GB 75511602 Dolphin Pier Replacement ITB #17-015,

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Obligee for the furnishing of all labor, materials (except those to be specifically furnished by the Owner), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

ITB #17-015 DOLPHIN PIER REPLACEMENT CITY MARINA AT GARRISON BIGHT - DEMOLISH THE EXISTING CONCRETE AND WOOD DOLPHIN PIER AND REPLACE IT WITH A NEW FLOATING DOCK

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the Owner for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the Oblige and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the awarded base bid, satisfactory to the Owner, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the Oblige and the Surety herein agrees to pay said sum immediately upon demand of the Oblige in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

Signed and sealed this 31ST day of MAY, 2017.

EBSARY FOUNDATION COMPANY

Principal

By: 

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

By: 

Attorney-In-Fact JOHN W. CHARLTON

END OF SECTION



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 216588

Certificate No. 006834168

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

D. W. Matson III, and John W. Charlton

of the City of Coral Gables State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 22nd day of June, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 22nd day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of May, 20 17


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-in-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Scott A. Alfele - President

Sworn and subscribed before me this
30th day of May, 2017



NOTARY PUBLIC, State of Florida
at Large



My Commission Expires: 7.12.19

END OF SECTION

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for ITB #17-015
2. This sworn statement is submitted by Ebsary Foundation Company
(name of entity submitting sworn statement)
- whose business address is 2154 NW North River Drive, Miami FL. 33125
- _____ and (if applicable) its Federal Employer
- Identification Number (FEIN) is 59-0229150

(If the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement _____

3. My name is Scott A. Alfele
(please print name of individual signing)
- and my relationship to the entity named above is President
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means


1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer by the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

☒ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services).


(signature)
5/30/17
(date)

STATE OF Florida

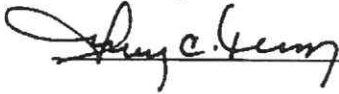
COUNTY OF Miami-Dade

PERSONALLY APPEARED BEFORE ME, the undersigned
authority,

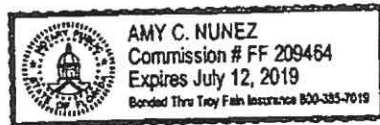
Scott A. Alfele who, after first being sworn by me, affixed
his/her
(name of individual signing)

signature in the space provided above on this 30th of May, 2017

My commission expires: 7-12-19



NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees *(herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Ebsary Foundation Company

SEAL:

2154 NW North River Drive, Miami FL 33125

Address

Signature

Scott A. Alfele

Print Name

President

Title

DATE:

5/30/17

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami-Dade)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

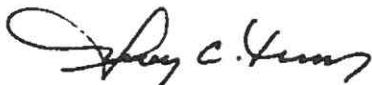
Ebsary Foundation Company

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

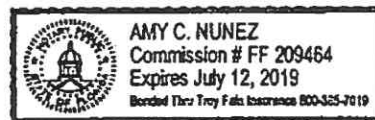
Scott A. Alfele

Sworn and subscribed before me this 30th day of May 20 17.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 7.12.19



* * * * *

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

: SS

COUNTY OF Miami-Dade)

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Ebsary Foundation Company have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: _____

Scott A. Alfele

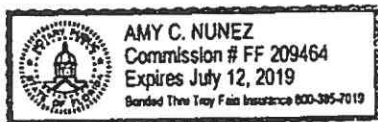
Sworn and subscribed before me this

30th day of May 2017.

Amy C. Nunez

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 7.12.19



CITY OF KEY WEST BUSINESS LICENSE TAX RECEIPT

1. A City of Key West Business License Tax Receipt is required for this Project. Contractor must be general contractor or building contractor or engineering contractor.
2. A City of Key West Business License Tax Receipt also is required as for sub-contracting landscaping contractor, engineering services, and professional surveying.
3. A Business License Tax Application can be found on the City's web site.

<http://www.keywestcity.com/egov/docs/1162843921181.htm>

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt

Holder must meet all City zoning and use provisions.

P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name EBSARY FOUNDATION COMPANY CtlNbr:0018756
Location Addr 2154 NW N RIVER DR
Lic NBR/Class 17-00023076 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: July 29, 2016 Expiration Date: September 30, 2017
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

EBSARY FOUNDATION COMPANY

EBSARY FOUNDATION COMPANY
2154 NW N RIVER DRIVE

MIAMI FL 33125

Oper: KEYWELD Type: OC Draw: 1
Date: 8/01/16 55 Receipt no: 24456
2017 23076
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3086003
OK CHECK 17180 \$325.00
Trans date: 8/01/16 Time: 11:19:04

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.

- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
- Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

N/A

Phone:

Current Local Address:

(P.O Box numbers may not be used to establish status)

Fax:

Length of time at this address

N/A

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

N/A

Print, Type or Stamp Name of Notary

Title or Rank

LOCAL VENDOR LOCAL VENDOR CERTIFICATION
PURSUANT TO CKW ORDINANCE
00 43 21 1

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC059721	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



ALFELE, SCOTT A
EBSARY FOUNDATION COMPANY
2154 NW NORTH RIVER DRIVE
MIAMI FL 33125-2297



ISSUED: 07/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607070000878

State of Florida

Department of State

I certify from the records of this office that EBSARY FOUNDATION CO. is a corporation organized under the laws of the State of Florida, filed on August 8, 1930.

The document number of this corporation is 122915.

I further certify that said corporation has paid all fees due this office through December 31, 2017, that its most recent annual report/uniform business report was filed on February 3, 2017, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of March, 2017*



Ken Detjen
Secretary of State

Tracking Number: CU7043326307

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**DOLPHIN PIER REPLACEMENT
CITY MARINA at GARRISON BIGHT
ITB #17-015**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

GENERAL NOTES and CLARIFICATIONS:

The owners estimated project cost is \$890,000.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders 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



PORT & MARINE SERVICES
201 William Street Key
West, FL 33040

ADDENDUM NO. 2

**DOLPHIN PIER REPLACEMENT
CITY MARINA at GARRISON BIGHT
ITB#17-015**

The information contained in this Addendum adds questions and information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

ITB Questions Submitted

1. Please confirm that the new steel piles will be coated BOTH inside and out. The bid form states that the pipe is coated inside and out. The "Technical Specifications" do not require inside coating of the pipe. It is not practical to coat the inside of a 14" diameter steel pipe pile. Will coating the inside of the pipe pile be required?

R. All piles to be coated (exterior only) per manufacturer's specifications.
2. Please identify and specify the contractors' staging area.

R. See page C-02 for staging area location. Contractor shall safely maintain one way traffic adjacent to staging area at all times. This is critical for the marina residents.
3. Will temporary electrical municipal power be available for construction use?

R. Contractor is responsible to coordinate electrical power with KES.
4. Do the existing docks and piles contain any live corals?

R. There are no coral resources present.

5. Who will be responsible for the relocation of live corals.

R. See response 4.

6. Will the contractor be responsible to remove any pre-construction debris from the existing Dolphin Dock?

R. Any debris encountered shall be removed by contractor.

7. What are the projects' minimum requirements / qualifications for previously completed marine projects?

R. See Project Manual "Instruction to Bidders" Section 00 21 13

8. Where will the existing boats be relocated to?

R. Boat will be relocated to Kingfish Pier, see page C02 and C10.

9. How many temporary mooring piles be required?

R. A Total of Ten (10) Temporary mooring Piles will be required. They shall be I-Beams, Hammered into Place at locations determined by the City.

10. Please provide specifications for the temporary mooring piles.

R. See response 9.

11. Who will insure the boats while they are relocated?

R. The contractor is only responsible for damage obtained during the relocation process. Once moored at Kingfish Pier the floating structure/vessel owner is responsible to insure.

12. Will the City secure a builder's risk policy?

R. Any required builders risk insurance is the responsibility of the contractor for the duration of the work.

13. Who will pay for the builder's risk insurance?

R. See response 12.

14. When is the anticipated start date for this project?

R. July/August 2017 is the anticipated start date.

15. Will the marine contractor that installs the piles require to be licensed and insured?

R. All contractors must be licensed and insured.

16. Is the contractor required to dispose all the existing utilities and equipment coming out pier before demolition?

R. Yes, contractor is responsible to dispose all existing utility and equipment.

17. Please confirm that all the house boats are in towable conditions and towing will not cause any cracks or harm to stability of the house boat structure? Is there any special towing requirements?

R. The contractor and its subcontractor(s) are fully responsible for any boats damaged during relocations. Contractor is responsible to inspect exiting condition of all House boats prior relocation. All relocations shall be fully coordinated with the City Marina Manager.

18. Is the contractor allowed to work on Saturdays?

R. Yes, the contractor can work on Saturday.

19. Who will be responsible for on-site engineering/testing and inspections?

R. Contractor is responsible for all on-site engineering and testing. City and City Engineer will be performing all inspections.

20. Will contractors be permitted to spud barges overnight at the jobsite?

R. Contractor will be permitted to spud barges overnight at the job site.

21. Does this site have any seagrass? If so are there any mitigation measures to taken on the part of the contractor?

R. See response 4.

22. Has a benthic survey been performed? If so are there any resources we need to be concerned with?

R. A benthic survey was completed. See attached for reference.

23. What is the anticipated start date?

R. See response 14.

24. Will spiral welded steel pipe pile be acceptable?

R. Spiral welded steel pipe piles will not be allowed.

25. If the contractor is responsible to move the house boats to temporary mooring location and after work is completed move these house boats back to the Dolphin pier, clarify who is responsible for disconnecting and re-connecting all the utilities i.e. electrical and water service lines at temporary location and at Dolphin Pier?

R. City of Key West will be responsible for the temporary utility connections of boats relocated to Kingfish Pier. Boat owners are responsible for removing and securing their items from the existing pier and piles

26. What is the last date to submit questions?

R. All questions shall be submitted in writing to Karen Olson, Deputy Port Director, by 5:00 pm on May 24th , 2017.

27. Is there any special means and methods City of Key West requires to move and moor these house boats?

R. There is no special means and methods, see response 11.

28. Is there any disposal site approved by City of Key West where contractor can dump all the demolition debris free of charge?

R. There no disposal site approved by the City, Contractor is responsible of all fees from the demolition debris.

29. Clarify all the steel pipe piles will be epoxy coated on exterior and interior surfaces as per the bid form? In the specifications, the coating system only calls to apply epoxy coating on the exterior side of the piles.

R. See response 1.

30. Is the contractor allowed to use the existing mooring piles as temporary mooring piles on Kingfish pier for the house boats?

R. See response 9.

31. In the bid form the base bid item "Product information and warranty certificate binder" clarify what the bidder should include in this line item and which product info and warranty is required? Is this project close out documents?

R. All product information used for the installation of the Dolphin pier must be included

in the Binder. Example: Dock and Gangways maintenance, shop drawings, cabinets manuals, pipes, piles, dock hardware, bracing hardware, paint, dock electrical parts, etc.

32. In drawing C08 shows the mooring piles are square in cross section and the anchor piles are circular but as per the specs TS-6.0 says the diameter for mooring pile is 14". Please confirm.

R. Mooring piles diameter is 14".

33. Is there any special insurance required by the contractor to move house boats?

R. Contractor to verify with their insurance provider and marine tow.

34. Does the City have any approved manufacturers for the 15" cleats?

R. All Cleats Shall be 15" hex-head (by sea dog or approved equal).

35. Is the interior of the HSS piles needs to be coated top 20' same as the outside, or is it only the top 0.50' coated? Kindly confirm.

R. See response 1.

36. Instructions to Bidders - #3 Qualification of Contractors; Page 6 – Bidders must hold or obtain all required licenses or certificates in order to bid and perform the work. Does this include a contractor license for the "Specialist" identified on Page 86, Supplementary Conditions" SC-1.01.A.53?

R. No, it does not include the Specialist.

37. Instructions to Bidders - #18 Time of Completion; Page 13 – The term of this contract is 120 calendar days. Please clarify as this contradicts the "Start of Construction and Completion Times" paragraph on Bid Form, Page 18, setting for 90 days.

R. The contract time is 120 days, it will be revised in the bid form.

38. Bid Form - General Insurance, Pages 15 – 18. If the project requires design, why is there no requirement for Errors & Omissions coverage listed? E&O is the only policy that would respond for an error in design.

R. Contractor is required to obtain Errors & Omission Coverage for design related items.

39. Bid Form - General Insurance, #D, Page 15. Please clarify what is expected as proof as an authorized representative from the person signing the certificate.

R. The company's representative authorized to enter into contracts. This would be the owner or president or written authorization from either giving authorization to sign.

40. Bid Form - General Insurance, #N, Page 16. Providing thirty (30) days advance written notice of cancellation can be provided by the insurer. However, can the requirement for insurer to provide 30 days' notice for "intent not to renew" or "any change reducing the insurance coverage required" be removed from the Bid Form as it is asking beyond the abilities of the insurer to provide such notice?

R. No.

41. Bid Form - General Insurance, #Q, Page 16. The Contractor ensures all contractors and sub-contractors maintain the same types and amounts of insurance required of the Contractor. How will the City know a subcontractor is properly insured?

R. Contractors responsibility to assure all subcontractors are properly insured.

42. Bid Form – Specific Insurance Coverages & Limits, Page 16. Marine General Liability Insurance. Contractor will be required to provide the City with a certified copy of the Contractor's Marine General Liability policy. A certified copy from the carrier could delay the Notice to Proceed. In order to meet the short deadline, will a copy of the policy from the broker be acceptable?

R. No, a copy of the policy from the broker is not acceptable.

43. General Conditions – The General Conditions provide for the Engineer (who is later defined as a Construction Manager in Supplementary Conditions Article 1.01.A.19 Engineer) but they are not named to be a City employee. Please identify whether this is going to be hired out.

R. Stantec Consulting Ltd. is the Engineer of Record.

44. General Conditions – 5.08 Receipt and Application of Insurance Proceeds, Page 60. #A - On the loss payee, can any claims payable be revised to be made payable to "Contractor" and the Owner? #B – On settling any loss claims, can the "Contractor" be added in addition to the Owner?

R. No.

45. General Conditions – 6.05 A.1.a.2, Page 61. How does a Construction Manager (not an Engineer), make this call?

R. The Engineer of Record in this case Stantec Consulting Ltd.

46. General Conditions – 6.05 A.2.a., Page 62. Please look at the duties the Construction

Manager is to perform under this. If he/she is not an Engineer, what qualifications will this individual have to make some of these determinations?

R. See response 45.

47. General Conditions – 6.20 Indemnification; Page 67-68. Does City of Key West Indemnification form under Section 00-43-18 take precedence over this section 6.20, Page 31?

R. Yes, City of Key West take precedence over this section.

48. General Conditions – 6.21 Delegation of Professional Design Services #C; Page 68. Since design calculations will be required, this means there is a gap in insurance coverage (previously addressed in RFI #3 above) for the City if the Engineer has an error. Does this come back on the Prime Contractor? Please clarify.

R. See response 38.

49. Supplementary Conditions – 1.01.A.53 Specialist; Page 86. While there is plenty of language requiring all bidders must meet the legal licensing criteria, if the Specialist does not hold the proper credentials, does this mean the Prime is liable for their actions? How would the City know if this Specialist was properly insured?

R. See response 41.

ITB Clarifications

- Contractor is responsible for paying the City of Key West permit fee. A Line Item has been added.
- Pre-construction survey is contractor's responsibility.
- Contractor is responsible for removal of all existing concrete spalling debris that has fallen or will fall during demolition of existing pier. Costs for removal shall be included in the demolition line item.
- Contractor will not be allowed to reuse existing piling location.

ITB Revised ITB Documents

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

<u>Page(s)</u>	<u>Description</u>
00 41 13-5	"Start of Construction and Contract Completion Time" Has been revised to "120 Calendar Days."

00 41 13-7

Bid Form has been revised:

- Line item for "Mobilization" has been added
- Line Item for "General/Supp. Conditions" has been added.
- Line Item for "Performance/Payment Bond" has been added.
- Line Item for "Demobilization" has been added.
- Line item "Permit Fees Allowance" has been added.
- Line item "Temporary Mooring Piles" has been added.
- Line item "Furnish and install Piles" has been revised
- Line item "Furnish and install Mooring Piles" has been revised.
- Line item for "General Allowance" has been revised.

Technical Specifications

TS-2.0 Section TS-2.2 has been revised:

- The word "Finger Pier" has been replaced to "Piles"

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 2** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature


Name of business



PORT & MARINE SERVICES
201 William Street
Key West, FL 33040

ADDENDUM NO. 3

**DOLPHIN PIER REPLACEMENT
CITY Marina at GARRISON BIGHT
ITB#17-015**

The information contained in this Addendum adds questions and information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

ITB Clarifications

- A Copy of the Pre-Bid meeting sign-in sheet is attached
- City would like to retain the life ring cabinets, all cleats as well as the water meter brackets that will be removed during the demolition of Dolphin Pier. These items shall be carefully removed and returned to the city.

ITB Questions Submitted from Mandatory Pre-Bid Meeting (May 23, 2017)

1. Will the salvage material (i.e. wires and pedestals), recovered from this job, become the property of the contractor?

R. With the exception of the items listed above, in ITB Clarifications, all salvage material (i.e. wire, pedestals, etc.) recovered from this job become the property of the contractor.
2. Observed on-site that the existing conduit was too small (2"). The required size is (4"). Are we to remove existing gear and platform to accommodate appropriate size conduit?

R. The size and quantities of conduit will need to be modified to accommodate the new G-GC cables. See revised sheet E06.

3. Observed on-site that the existing gear looks aged and does not have the capability to accommodate the required ground fault system. Are we to include in the bid new gear to accommodate ground fault protection as required per NEC code?

R. The Marine Power part numbers for new pedestals are for pedestals that include ground fault protection.

4. Bellingham Marine was not listed as a dock manufacturer, is there any pre-qualification required for dock manufacturers? Is Bellingham an approved dock manufacturer?

R. See Technical Specifications TS4.0, "Alternate manufacturers may be quoted at the Contractor's option." As approved equal and need to meet project plans and specifications.

5. What are the lengths of the existing anchor piles and the mooring piles?

R. The existing piles are approximately 30' in length.

6. Is there any dock furniture i.e. ladders, pedestals etc. needs to be stockpiled on site for the City of Key West before demolishing the existing pier?

R. See response 1.

7. Is the existing switch gear / metering to be reused or replaced with similar gear that was installed at Sailfish Pier with GFI Monitoring?

R. The existing switchgear / metering is to be reused.

8. If the existing gear is to be reused how does the design team propose to incorporate the GFI monitoring /system required by the NEC?

R. GFI monitoring system will be integral to the new power pedestals

9. Is the existing concrete vault to be reused or a new vault or stand to be installed?

R. Existing vault may be reused – however the existing 2-inch conduits are inadequate for G-GC cable and will need to be replaced, as shown on plans. See revised sheet E06.

10. Is the top of the existing concrete pad above present FEMA flood zone regulations?

R. Yes, existing concrete pad is above FEMA flood.

11. Are the existing conduits feeding the pier of sufficient quantity, and size to accommodate the new G-GC cable outlined in the feeder schedule?

R. No – the conduits will need to be replaced with larger size and quantity. See revised sheet E06.

12. Who is responsible for furnishing the pedestals?

R. Contractor shall purchase new pedestals from Marine Power – note that part number provided on plans is for pedestals that include GFI protection.

13. The dock specifications indicate dual top-access utility troughs, 6" deep x 12" wide. The drawings show a stainless-steel utility tray running under the docks. Are either of these required, or is it acceptable to have ample space under the decking to facilitate all the utilities?

R. Contractor to use Stainless-steel utility tray running under the docks.

ITB Revised ITB Documents

The following Specification Page(s) have been revised and are included herein for replacement of corresponding Pages in the ITB Documents.

<u>Page(s)</u>	<u>Description</u>
00 21 13-1	"Instruction to Bidders" Has been revised to "8 Calendar Days Prior to Bid Opening".
Technical Specifications	TS-4.0 Section TS-4.1 has been revised: <ul style="list-style-type: none">• Chases Stainless-steel utility tray

The following plan Sheet Have been revised and are to be included herein for replacement of the corresponding Sheets in the ITB Documents.

<u>Sheet(s)</u>	<u>Description</u>
E06	Electrical Details has been revised.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 3** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.


Signature

Ebsary Foundation Co.
Name of Business