

RESOLUTION NO. 18-015

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, RATIFYING AN EMERGENCY PROCUREMENT APPROVED BY THE CITY MANAGER AS ALLOWED UNDER SECTION 2-797(2) OF THE CODE OF ORDINANCES, FOR NECESSARY TEMPORARY REPAIRS TO THE KINGFISH PIER AT CITY MARINA AT GARRISON BIGHT RESULTING FROM HURRICANE IRMA BY EBSARY FOUNDATION CO. (EBSARY) IN AN AMOUNT NOT TO EXCEED \$79,750.00; AUTHORIZING ANY NECESSARY BUDGET AMENDMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Hurricane Irma made landfall in Key West on September 10, 2017, destroying approximately one-third of Kingfish Pier at City Marina at Garrison Bight, and significantly damaging half of the remaining portion of pier; and

WHEREAS, in Resolution No. 17-183, Ebsary was awarded a contract for Dolphin Pier Replacement, including a provision that existing floating structures and vessels at Dolphin Pier would be relocated to Kingfish Pier during the replacement project; and

WHEREAS, formally bidding these emergency repairs to Kingfish Pier could delay the Dolphin Pier replacement for several months, and the life safety need to provide safe dockage and utilities to Garrison Bight tenants; and

WHEREAS, Ebsary has expertise to make immediate temporary repairs to Kingfish Pier, so the City Manager acted without delay, using emergency powers authorized under Section 2-797(2) of the City's

Code of Ordinances, to procure a contract with Ebsary, at a cost not to exceed \$79,750.00; and

WHEREAS, Section 2-797(2) of the City's Code of Ordinances requires the City Commission to ratify such emergency purchases at its next scheduled meeting.

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

Section 1: That the City Commission, in accordance with Section 2-797(2) of the City of Key West Code of Ordinances, hereby ratifies the City Manager's emergency authorization for the procurement in an amount not to exceed \$79,750.00 from Ebsary Foundation Company, for Dolphin Pier temporary repairs at the City Marina at Garrison Bight.

Section 2: That the use of funds from infrastructure account 413-7551-575-6300, project GB75511801, for Wahoo and Kingfish Pier repairs is authorized for this project.

Section 3: That the City Manager is authorized to execute any necessary documents, upon consent of the City Attorney.

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 3rd day of January, 2018.

Authenticated by the Presiding Officer and Clerk of the Commission on _____ day of _____, 2018.

Filed with the Clerk on _____, 2018.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</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

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

EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
FROM: Karen Olson, Deputy Director Port & Marine Services
Cc: Greg Veliz, Asst. City Manager
DATE: December 12, 2017
SUBJECT: Ratify Emergency Procurement Award to Ebsary Foundation Co.

ACTION STATEMENT:

Staff requests Emergency Procurement ratification for contract awarded to Ebsary Foundation Company in the amount not to exceed \$79,750 pursuant to Sec. 2-797 of the City of Key West Code of Ordinances executed by the City Manager on October 24, 2017 for Kingfish Pier repairs.

BACKGROUND:

In September, Hurricane Irma skirted Key West to the East causing considerable damage to the City's marinas. The Kingfish Pier sustained the most damage at the City Marina destroying approximately one-third of the pier. In addition, half of the remaining pier has been weakened by the storm with damage including several broken piles, pile roller assemblies torn from the pier, cracked waler boards, broken through rods, damage to all utilities and finger piers torn in half.

PURPOSE & JUSTIFICATION:

Ebsary Foundation Company was awarded the contract for Dolphin Pier Replacement - City Marina at Garrison Bight through res. #17-183. For the duration of the replacement project the existing floating structures and vessels are to be relocated to Kingfish Pier.

The Dolphin Pier project has been moving along with no actual demolition or construction occurring until the liveboard structures are relocated to Kingfish Pier. Ebsary Foundation Company is familiar with the modifications required for Kingfish to support these liveboards and is the contractor performing the relocations.

The proposal received by Ebsary Foundation Company includes shoring up the remaining portion of pier, installation of support piles and mooring piles, debris

M E M O R A N D U M

removal and utility repair. This work is 80% complete and is not a permanent fix but a bandage to get the Dolphin Pier project moving forward with liveaboard structure relocation scheduled for the first week in January 2018. More extensive repairs or replacement of the pier will need to be scheduled for the future.

Formally bidding these repairs in addition to City Commission approval would have set back the Dolphin Pier Replacement project an additional sixty to ninety days. The Emergency Procurement was used to expedite the timing of the process in addition to the emergency structural or life safety situation.

FINANCIAL IMPACT:

Funds will be use from the Infrastructure account 413-7551-575-6300 project GB75511801 Wahoo & Kingfish Piers repair in the amount not to exceed \$79,750.

RECOMMENDATION:

Staff recommends ratification of funds in the amount of \$79,750 to Ebsary Foundation Company per sec. 2-797, Emergency Procurement for Kingfish Pier repairs.



EMERGENCY DECLARATION

To: Jim Scholl, City Manager

From: Karen Olson Deputy Director Port and Marine Services

Effective Date: October 24 2017

Action Statement: Request approval of Jim Scholl, City Manager, to award the emergency procurement of temporary dock repairs for Kingfish Pier City Marina to Ebsary Foundation Company in the amount of \$79,750

Ordinance:

Pursuant to Subpart A, Chapter 2, Article VII, Division 3, Subdivision 2, Sec. 2-797 of the City of Key West Code of Ordinances, the Emergency Procurement procedure the City Manager may make emergency procurement to approve contractual services where the cost exceeds \$20,000 when there exists a present threat to public health, property, and safety or other substantial loss to the City.

Justification:

Ebsary Foundation Company was awarded the contract for ITB #17-015 Dolphin Pier Replacement City Marina at Garrison Bight through res. #17-183. Their contract includes full demolition and replacement of the existing 16 liveaboard slip pier. For the duration of the replacement project the existing floating structures and vessels are to be relocated to Kingfish Pier.

In September, Hurricane Irma skirted Key West to the East causing considerable damage to the City's marinas. The Kingfish Pier sustained the most damage at the City Marina destroying approximately one-third of the pier. In addition, half of the remaining pier has been weakened by the storm with damage including several broken piles, pile roller assemblies torn from the pier, cracked water boards, broken through rods, damage to all utilities and finger piers torn in half.

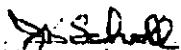
The Dolphin Pier project has been moving along with submittal review and approvals and ordering of materials. But no actual demolition or construction can begin until the liveaboard structures are relocated to Kingfish Pier. Ebsary Foundation Company is familiar with the modifications required for Kingfish to support these liveaboards and is the contractor performing the relocations. Formally bidding these repairs in addition to City Commission approval could set back the Dolphin Pier Replacement project an additional sixty to ninety days.

The proposal received by Ebsary Foundation Company includes shoring up the remaining portion of pier, installation of support piles and mooring piles, debris removal and utility repair. This work is not a permanent fix but a bandage to get the Dolphin Pier project moving forward. More extensive repairs or replacement of the pier will need to be scheduled for the future.

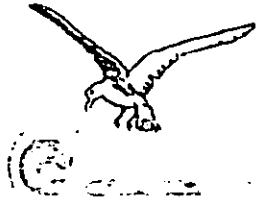
Recommendation:

Staff recommends Jim Scholl, City Manager to award Ebsary Foundation Company the temporary dock repairs to Kingfish Pier -City Marina in the amount of \$79,750 on an emergency procurement basis. Repairs are to start immediately

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City Manager Signature

24 OCT 20 17
Date



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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

October 23, 2017

BUDGET PROPOSAL

Hurricane Irma Kingfish Pier Repairs
1801 N Roosevelt Blvd. Key West, Florida 33040

Prepared for:
Karen Olson – Deputy Director
Port and Marine Services, Key West
201 Williams Street, Key West FL 33040

Ebsary Foundation Company is pleased to submit our **BUDGET PROPOSAL** for Repairs to the Kingfish Pier at Key West City Marina at Garrison Bight. The proposed scope of work is based on site investigation and discussions with City of Key West. The final contract price for the proposed work is subject to final scope of work modification.

I. BASE BID SCOPE OF WORK

Marina Repairs

- 1.1. Mobilization of equipment, manpower, supervision and materials to the project site as follows;
 - 1.1.1. One (1) Mobilization and Demobilization of Marine based equipment, to include all necessary barges, boats and incidental equipment for Marina repair.
- 1.2. Demolition,
 - 1.2.1. Remove and dispose of derelict marina structures.
 - 1.2.2. Salvage items at Marina's request, including but not limited to: Power cable, cleats, hardware, pedestals, etc.
 - 1.2.3. Extract or cut off compromised concrete pile at mud line.
 - 1.2.4. Move all debris to staging area for disposal by truck.
 - 1.2.5. Sweep bottom with divers to ensure all debris have been removed
- 1.3. Install temporary Mooring Pile,
 - 1.3.1. Installation of 15 temporary mooring pile is included within Ebsary's Dolphin Pier contract scope.
 - 1.3.2. Layout to be coordinated with Ebsary and Marina Management based on new dock layout
 - 1.3.3. Additional pile can be provided at unit rate included within.

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Kingfish Pier Repair
October 23, 2017

1.3.4 Marina has option to purchase installed pipe pile. cost is \$25 / I.F

1.4. Repair Floating Dock;

1.4.1. Furnish and install hardware, brackets, pile guides, cleats, fascia boards and other accessories as necessary to restore full safe functionality to Main pier per to slips 37/39.

1.4.2. Materials in reusable condition will be reused for dock repair.

1.4.3 Ebsary will not move, untie, or otherwise position boats within slips. Marina management must relocate boats as required for dock repairs. A work plan will be established upon commencement of work relating to access and required boat relocations

1.4.4 Existing dock structure and hardware has been carefully evaluated to reuse as much of the old dock as possible to reduce cost. The following is a list of materials deemed necessary to make Kingfish Pier safe for use.

Kingfish Repair Schedule of Materials		
Item	Description	Quantity
Cover Board	PT 2" x 8" Rub Strip (Fingers)	As Required
Pile Guide Side	3'-7" Side Pile Guide	3 Each
Galvanized Thru-Rods	8'-4.5" Thru-Rods (Main Pier)	100 Each
Cleats	Re-Use cleats, new hardware as necessary	1 Job

1.4.5. If it is revealed through the course of work that the above material is not adequate to successfully repair Kingfish Pier, Ebsary will provide material pricing and crew rates to perform additional repairs with owner's approval

1.5 Restore water and Sewer Services;

1.5.1 Reconnect existing SCH 80 PVC line

1.5.2. Replace stand pipe, angle valve hose and hangers on two hangers

1.5.3 Replace 5 existing Keco 1.5' sanitary pump out connections

1.5.4 Reconnect domestic water line to 3 pedestals

1.5.5. Assumed that domestic water and marine vacuum system lines are in fair workable condition.

1.6 Restore Electrical Services:

1.6.1 Disconnect and remove marine power pedestals and conductor not to be utilized for repair and return to marina for reuse.

1.6.2 Remove existing conductors from existing floating dock system back to hard hole at pedestals 37-39



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Kingfish Pier Repair
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- 1.7 Re-Install Finger Piers;
 - 1.7.1 Upon completion of Dolphin Pier and return of Houseboats re-attach fingers in good condition to main pier (Approximately 6 fingers)
 - 1.7.2 Hardware, triangle brackets, cleats, and other hardware to be reused
 - 1.7.3. New 2"x8" rub strip included as required

2. INCLUSIONS

Items Provided By Ebsary

- 2.1. Ebsary Foundation Co., Inc ("Ebsary") agrees to furnish all labor, material, equipment and supervision to perform the scope of work outlined herein.
- 2.2. Barges, tugboats and marine based equipment
- 2.3. State and Local taxes related to Ebsary's work.
- 2.4. Certified Payroll, as required
- 2.5. Required submittals for Ebsary's scope of work.
- 2.6. Installation in accordance with Industry Standards and approved shop drawings.
- 2.7. Florida Trench Safety Act and OSHA required fall protection.
- 2.8. Turbidity barriers as necessary to perform in water works
- 2.9. Temporary falsework required for installation of pile.
- 2.10. Process, remove, and dispose of all demolition debris.
- 2.11. Insurance as follows:
 - 2.11.1. Workman's Compensation and Employer's liability Insurance within the State of Florida's Limits.
 - 2.11.2. USL&H Coverage
 - 2.11.3. Comprehensive General Liability Insurance: \$2 million combined single limit
 - 2.11.4. Auto Liability Insurance. \$1 million combined limit.

3. EXCLUSIONS & CLARIFICATIONS

Items Provided By Others

- 3.1. Field Engineering; to include, surveying, geotechnical reports, soil borings, vibration monitoring services, settlement monitoring, testing and inspection. pile logs. certifications. grout testing, pile integrity testing, etc.
- 3.2. Construction permits, fees, and associated costs. Ebsary filed an emergency permit notification on behalf of Key West but does not include any permit application packages, processing, or fees.
- 3.3. Design Calculations or Field construction manuals
- 3.4. Dredging
- 3.5. All PDA testing and reporting, to include, CAPWAP WEAP and wave equation analysis
- 3.6. Inspection, Removal, Monitoring and Protection of Benthic Resources; specifically excluded is



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Kingfish Pier Repair
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- inspection, monitoring, reporting, removal, relocation or replacement of sea grasses, mangrove or coral
- 3.7. Location, protection, removal, or replacement of underground or overhead obstructions including utilities, underwater debris, navigation aids, etc., that interfere with pile installation or site access.
- 3.8. Maintenance, installation, removal, or temporary navigation lighting and/or signage in or around work area. Ebsary equipment will be lighted per USCG standards.
- 3.9. Bonds and Permits; including those for sidewalk and street closures, MOT and traffic diversions, etc.
- 3.10. Pollution Liability Insurance, Professional Liability Insurance, Builders Risk Insurance, "All Risk" Coverage and Installation Floater.
- 3.11. Downtime, delay or stand by, to include, weather delay, material supply and delivery, etc.
- 3.12. Handling or removal of contaminants. Specifically excluded is spoil disposal to a Class I lined landfill, handling of contaminated water and disposal fees.
- 3.13. Obstruction or existing structure handling or removal. Specifically excluded are any delays or removal costs as a result of existing unforeseen components which interfere with or obstruct Ebsary's scope of work.
- 3.14. Vibration monitoring, pre/post structural inspections, pile testing.
- 3.15. All additional items not specifically outlined in the outlined scope of work, inclusions and exclusions

4. CONTRACT CONDITIONS

- 4.1. This proposal is based on unrestricted access to the job site with adequate space for all equipment and in order to perform the above scope of work
- 4.2. Monthly payments are to be made as the work progresses and within 30 days of the installation month. Final payment is due within 30 days after completion of our work.
- 4.3. This quotation is based on **current labor and material costs** and is subject to availability of crew and equipment. It must be accepted in writing within **Fifteen (15) days** of proposal date, after which time, we reserve the right to modify or withdraw it
- 4.4. All unforeseen and additional work (items not specified on this proposal) will be paid in addition to the quoted proposal price and will be paid on a mutually agreed upon lump sum or time and material basis
- 4.5. Payments not received within the terms described above will accrue interest at 1.5% per month.
- 4.6. Ebsary Foundation Company reserves the right to
 - 4.6.1. Review the construction schedule and contract upon award.
 - 4.6.2. Defer or cancel any quotes or accepted orders in the event that Ebsary becomes delayed or prevented from performing due to shortages or allocations of materials. In the event of a delay or cancellation resulting from shortages or allocations of



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Kingfish Pier Repair
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materials, Ebsary shall not be liable for any damages incurred as a result of any such delay or cancellation.

4.6.3. Cease and desist all work and demobilize off site, at the cost of the owner general contractor if progress payments are not received within 60 days of the invoice

5. BASE BID QUOTE

Ebsary's Price to Perform the Work:

BID BASE PRICING					
Item	Description	Est	Unit	Unit Price	Total
100	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
200	Demolition	1	LS	\$ 15,000.00	\$ 15,000.00
300	Temporary Mooring Pile (Included with Dolphin)	15	EA	\$	\$
400	Install used pipe pile	5	EA	\$ 450.00	\$ 2,250.00
500	Repair Main Pier to Slips 37/39	1	LS	\$ 27,000.00	\$ 27,000.00
600	Purchase Pipe Pile	440	LF	\$ 25.00	\$ 11,000.00
700	Water/Sewer/Fire Line Repair Allowance	1	LS	\$ 10,500.00	\$ 10,500.00
800	Electric Repair Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
900	Re-Install Finger Piers (Approximately 6)	1	LS	\$ 4,000.00	\$ 4,000.00

BID BASE TOTAL = \$ 79,750.00

ADDITIONAL ITEMS					
Item	Description	Est	Unit	Unit Price	Total
1000	Performance & Payment Bond			1.05 %	
2000	Purchase Installed Mooring Pile			\$25 / Linear Foot	
3000	Install Additional Mooring Pile			\$450 Each	
4000	Remove and Dispose of Sunken Vessel (Sailboats)			\$300 / Linear Foot	

We appreciate the opportunity to quote this project. If you should have any questions, please contact the undersigned at your convenience.

Very Truly Yours,
EBSARY FOUNDATION COMPANY

Bobby Brown
Estimator



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Kingfish Pier Repair
October 23, 2017

TERMS AND CONDITIONS

WORK: Ebsary Foundation Co., Inc. ("Ebsary") agrees to perform the work and furnish such materials, equipment and labor as specified within the scope of its work outlined herein and unless otherwise specified, as is customary. Customer acknowledges that it has supplied to Ebsary all applicable documents, plans and specifications necessary for Ebsary's work. To the extent of any conflict between the terms for Ebsary's work and the terms of Customer's work for the Owner, then the terms most favorable to Ebsary will prevail. Customer agrees to provide timely notice to Ebsary of any site conditions which may impact Ebsary's work.

PAYMENT: Customer agrees to make timely payments to Ebsary as called for herein. It is understood and agreed that any pay when paid provisions, if applicable to Ebsary's work, shall be interpreted as establishing a reasonable time for payment and shall not negate Ebsary's construction lien rights. If payments are not made when due, Customer agrees that Ebsary may halt its work until satisfactory payment arrangements have been made. Ebsary reserves the right to charge a service fee of 1 1/2% per month for late payments. In the event of any action taken, with or without suit, to enforce Ebsary's rights under this agreement, the Customer shall be liable for all costs, including Ebsary's reasonable attorney's fees. Exclusive venue for any action shall be a court of competent jurisdiction in Miami-Dade County, Florida, except in those instances where the action is one to enforce a lien recorded in a different jurisdiction.

WARRANTY: Ebsary agrees that its work shall conform with the specifications, plans and other applicable documents timely provided to it but shall be subject to field conditions beyond its control EXCEPT AS SPECIFICALLY PROVIDED HEREIN, EBSARY PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. EBSARY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST EBSARY OR ITS AGENTS, OFFICERS AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY AS TO THE EXTENT SUCH WORK IS FOUND TO BE DEFECTIVE THIS LIMITATION OF LIABILITY IS EXPRESSLY INTENDED TO APPLY TO ALL TYPES OF CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR EBSARY'S OWN NEGLIGENCE.

TERMINATION: Ebsary may terminate its work and this agreement at any time the Customer has defaulted or at any time conditions beyond Ebsary's control, including force majeure events, interfere with or adversely impact Ebsary's ability to perform. The costs of any materials ordered by Ebsary pursuant to this agreement and prior to termination shall be paid by Customer, if such orders are unable to be cancelled. Labor performed and materials installed up to termination shall be paid by Customer to Ebsary plus a sum equal to 20% for Ebsary's overhead and mobilization costs.

INDEMNIFICATION: If any claim is made for damage or injury including death, Customer agrees to indemnify and hold Ebsary harmless from and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that Ebsary may sustain when such claim is directly or indirectly based or related to Customer's or its agents' contractors' or employees' grossly negligent, intentional or wrongful acts or omissions. Customer acknowledges that a 1.0% reduction of the price for the work was received in exchange for this indemnification and said indemnification on the part of Customer shall not exceed, per occurrence, either the greater of \$1,000,000 or ten (10) times the total billing from Ebsary to Customer for this work.

DELAYS: Customer shall be responsible for any delay, interference or extra cost with respect to Ebsary's work which is the result of Customer or any and all third parties, Ebsary shall be entitled to both an extension of time to complete its work and issuance of a change order noting a prorata increase in the amount due Ebsary.

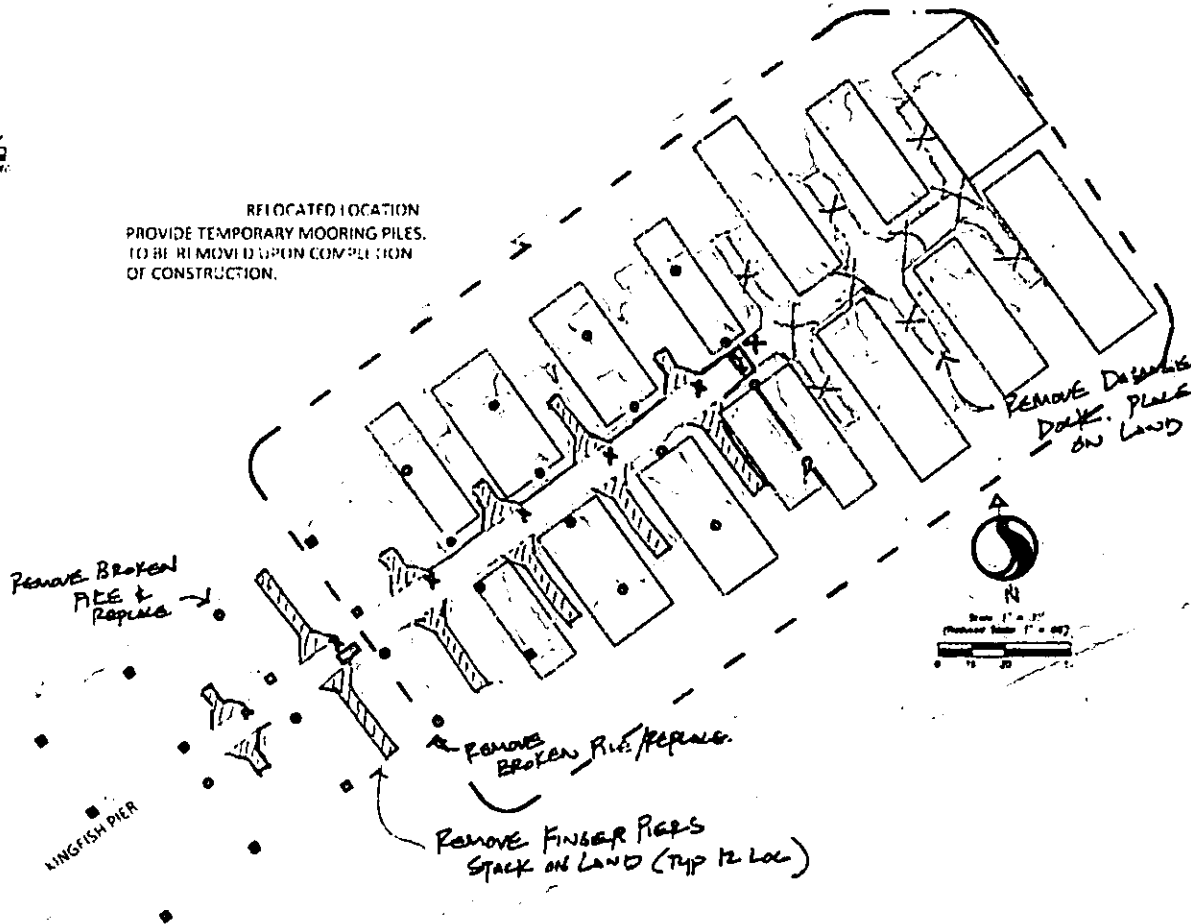
MODIFICATIONS: Any modification or change must be in writing and signed by authorized representatives of both parties.

WAIVER: The failure of Ebsary to insist upon strict compliance with any of these terms and conditions, or to exercise any options provided for in the work documents, shall not be construed to be a waiver or relinquishment of Ebsary's right to thereafter require compliance with these terms and conditions or to therefore exercise such option.

AUTHORITY: It is understood and agreed that the person signing on behalf of Customer has full authority to do so, has read and understood the foregoing terms and conditions, and is authorized to bind the Customer.



RELOCATED LOCATION
 PROVIDE TEMPORARY MOORING PILES.
 TO BE REMOVED UPON COMPLETION
 OF CONSTRUCTION.



OK - EXISTING FIRE HOSE CABINET

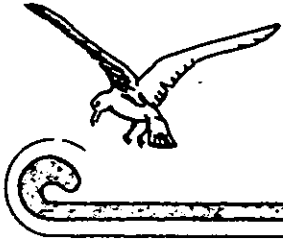
HEVELT BLVD.

REPAIR PLAN

- - (16) STEEL PIPE MOORING PILE
- - (4) STEEL PIPE PILE w/ROLLER ASSEMBLY
- - EXISTING CONCRETE PILES
- X - (6) MODIFY SEWER HYDRANT STRAP TO WATER BORD.
- X - CUT/CAP FUSION SEWER LINE
- E - (2) OWNER RE-INSTALLED UTILITY PEDESTALS

NOTES

1. PROVIDE/INSTALL 100 THRU-RODS @ MAIN PIER
2. STIFFEN WALKERS USING 2x PT LUMBER ONLY AS NEEDED.
3. REMOVE/DISPOSE OF DEBRIS, FROM BOY BOTTOM, ONLY IF IT CREATES AN OBSTRUCTION
4. OWNER TO REPAIR GANGWAY RAILING.
5. NO FENDERS or BUMPERS.
6. NO WATER LINE REPAIRS NEEDED.
7. REMOVE ELEV LINES BACK TO HAND HOLE ONLY.



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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

October 23, 2017

BUDGET PROPOSAL

**Hurricane Irma Kingfish Pier Repairs
1801 N Roosevelt Blvd. Key West, Florida 33040**

Prepared for:
Karen Olson – Deputy Director
Port and Marine Services, Key West
201 Williams Street, Key West FL 33040

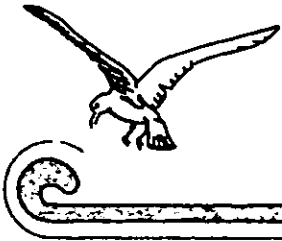
Ebsary Foundation Company is pleased to submit our **BUDGET PROPOSAL** for Repairs to the Kingfish Pier at Key West City Marina at Garrison Bight. The proposed scope of work is based on site investigation and discussions with City of Key West. The final contract price for the proposed work is subject to final scope of work modification.

1. BASE BID SCOPE OF WORK

Marina Repairs

- 1.1. Mobilization of equipment, manpower, supervision and materials to the project site as follows;
 - 1.1.1. One (1) Mobilization and Demobilization of Marine based equipment, to include all necessary barges, boats and incidental equipment for Marina repair.
- 1.2. Demolition;
 - 1.2.1. Remove and dispose of derelict marina structures.
 - 1.2.2. Salvage items at Marina's request, including but not limited to: Power cable, cleats, hardware, pedestals, etc.
 - 1.2.3. Extract or cut off compromised concrete pile at mud line.
 - 1.2.4. Move all debris to staging area for disposal by truck.
 - 1.2.5. Sweep bottom with divers to ensure all debris have been removed.
- 1.3. Install temporary Mooring Pile;
 - 1.3.1. Installation of 15 temporary mooring pile is included within Ebsary's Dolphin Pier contract scope.
 - 1.3.2. Layout to be coordinated with Ebsary and Marina Management based on new dock layout.
 - 1.3.3. Additional pile can be provided at unit rate included within.

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Kingfish Pier Repair
October 23, 2017

1.3.4. Marina has option to purchase installed pipe pile, cost is \$25 / LF.

1.4. Repair Floating Dock;

1.4.1. Furnish and install hardware, brackets, pile guides, cleats, fascia boards, and other accessories as necessary to restore full safe functionality to Main pier per to slips 37/39.

1.4.2. Materials in reusable condition will be reused for dock repair.

1.4.3. Ebsary will not move, untie, or otherwise position boats within slips. Marina management must relocate boats as required for dock repairs. A work plan will be established upon commencement of work relating to access and required boat relocations.

1.4.4. Existing dock structure and hardware has been carefully evaluated to reuse as much of the old dock as possible to reduce cost. The following is a list of materials deemed necessary to make Kingfish Pier safe for use:

Kingfish Repair Schedule of Materials		
Item	Description	Quantity
Cover Board	PT 2" x 8" Rub Strip (Fingers)	As Required
Pile Guide Side	3'-7" Side Pile Guide	3 Each
Galvanized Thru-Rods	8'-4.5" Thru-Rods (Main Pier)	100 Each
Cleats	Re-Use cleats, new hardware as necessary	1 Job

1.4.5. If it is revealed through the course of work that the above material is not adequate to successfully repair Kingfish Pier, Ebsary will provide material pricing and crew rates to perform additional repairs with owner's approval.

1.5. Restore water and Sewer Services;

1.5.1. Reconnect existing SCH 80 PVC line.

1.5.2. Replace stand pipe, angle valve hose and hangers on two hangers/cabinets.

1.5.3. Replace 5 existing Keco 1.5" sanitary pump out connections.

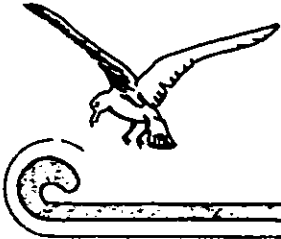
1.5.4. Reconnect domestic water line to 3 pedestals.

1.5.5. Assumed that domestic water and marine vacuum system lines are in fair workable condition.

1.6. Restore Electrical Services;

1.6.1. Disconnect and remove marine power pedestals and conductor not to be utilized for repair and return to marina for reuse.

1.6.2. Remove existing conductors from existing floating dock system back to hand hole at pedestals 37/39.



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Kingfish Pier Repair
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- 1.7. Re-Install Finger Piers;
 - 1.7.1. Upon completion of Dolphin Pier and return of Houseboats re-attach fingers in good condition to main pier (Approximately 6 fingers).
 - 1.7.2. Hardware, triangle brackets, cleats, and other hardware to be reused.
 - 1.7.3. New 2"x8" rub strip included as required.

2. INCLUSIONS

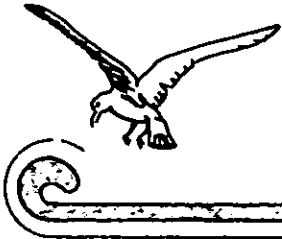
Items Provided By Ebsary

- 2.1. Ebsary Foundation Co., Inc. ("Ebsary") agrees to furnish all labor, material, equipment and supervision to perform the scope of work outlined herein.
- 2.2. Barges, tugboats and marine based equipment
- 2.3. State and Local taxes related to Ebsary's work.
- 2.4. Certified Payroll, as required
- 2.5. Required submittals for Ebsary's scope of work.
- 2.6. Installation in accordance with Industry Standards and approved shop drawings.
- 2.7. Florida Trench Safety Act and OSHA required fall protection.
- 2.8. Turbidity barriers as necessary to perform in water works.
- 2.9. Temporary falsework required for installation of pile.
- 2.10. Process, remove, and dispose of all demolition debris.
- 2.11. Insurance as follows:
 - 2.11.1. Workman's Compensation and Employer's liability Insurance within the State of Florida's Limits.
 - 2.11.2. USL&H Coverage
 - 2.11.3. Comprehensive General Liability Insurance: \$2 million combined single limit.
 - 2.11.4. Auto Liability Insurance: \$1 million combined limit.

3. EXCLUSIONS & CLARIFICATIONS

Items Provided By Others

- 3.1. Field Engineering; to include, surveying, geotechnical reports, soil borings, vibration monitoring services, settlement monitoring, testing and inspection, pile logs, certifications, grout testing, pile integrity testing, etc.
- 3.2. Construction permits, fees, and associated costs. Ebsary filed an emergency permit notification on behalf of Key West but does not include any permit application packages, processing, or fees.
- 3.3. Design Calculations or Field construction manuals.
- 3.4. Dredging
- 3.5. All PDA testing and reporting, to include, CAPWAP, WEAP and wave equation analysis
- 3.6. Inspection, Removal, Monitoring and Protection of Benthic Resources; specifically excluded is



EBSARY

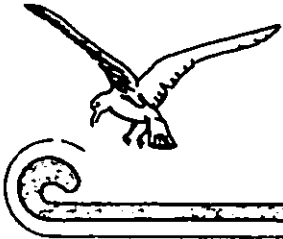
foundation company

Kingfish Pier Repair
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- inspection, monitoring, reporting, removal, relocation or replacement of sea grasses, mangrove or coral.
- 3.7. Location, protection, removal, or replacement of underground or overhead obstructions including utilities, underwater debris, navigation aids, etc., that interfere with pile installation or site access.
 - 3.8. Maintenance, installation, removal, or temporary navigation lighting and/or signage in or around work area. Ebsary equipment will be lighted per USCG standards.
 - 3.9. Bonds and Permits; including those for sidewalk and street closures, MOT and traffic diversions, etc.
 - 3.10. Pollution Liability Insurance, Professional Liability Insurance, Builders Risk Insurance, "All Risk" Coverage and Installation Floater.
 - 3.11. Downtime, delay or stand by, to include, weather delay, material supply and delivery, etc.
 - 3.12. Handling or removal of contaminants. Specifically excluded is spoil disposal to a Class I lined landfill, handling of contaminated water and disposal fees.
 - 3.13. Obstruction or existing structure handling or removal. Specifically excluded are any delays or removal costs as a result of existing unforeseen components which interfere with or obstruct Ebsary's scope of work.
 - 3.14. Vibration monitoring, pre/post structural inspections, pile testing.
 - 3.15. All additional items not specifically outlined in the outlined scope of work, inclusions and exclusions.

4. CONTRACT CONDITIONS

- 4.1. This proposal is based unrestricted access to the job site with adequate space for all equipment and in order to perform the above scope of work.
- 4.2. Monthly payments are to be made as the work progresses and within 30 days of the installation month. Final payment is due within 30 days after completion of our work.
- 4.3. This quotation is based on **current labor and material costs** and is subject to availability of crew and equipment. It must be accepted in writing within **Fifteen (15) days** of proposal date, after which time, we reserve the right to modify or withdraw it
- 4.4. All unforeseen and additional work (items not specified on this proposal) will be paid in addition to the quoted proposal price and will be paid on a mutually agreed upon lump sum or time and material basis.
- 4.5. Payments not received within the terms described above will accrue interest at 1.5% per month.
- 4.6. Ebsary Foundation Company reserves the right to:
 - 4.6.1. Review the construction schedule and contract upon award.
 - 4.6.2. Defer or cancel any quotes or accepted orders in the event that Ebsary becomes delayed or prevented from performing due to shortages or allocations of materials. In the event of a delay or cancellation resulting from shortages or allocations of



EBSARY

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materials, Ebsary shall not be liable for any damages incurred as a result of any such delay or cancellation.

- 4.6.3. Cease and desist all work and demobilize off site, at the cost of the owner/general contractor if progress payments are not received within 60 days of the invoice.

5. BASE BID QUOTE

Ebsary's Price to Perform the Work:

BID BASE PRICING					
Item	Description	Est	Unit	Unit Price	Total
100	Mobilization	1	LS	\$ 5,000.00	\$ 5,000.00
200	Demolition	1	LS	\$ 15,000.00	\$ 15,000.00
300	Temporary Mooring Pile (Included with Dolphin)	15	EA	\$	\$
400	Install used pipe pile	5	EA	\$ 450.00	\$ 2,250.00
500	Repair Main Pier to Slips 37/39	1	LS	\$ 27,000.00	\$ 27,000.00
600	Purchase Pipe Pile	440	LF	\$ 25.00	\$ 11,000.00
700	Water/Sewer/Fire Line Repair Allowance	1	LS	\$ 10,500.00	\$ 10,500.00
800	Electric Repair Allowance	1	LS	\$ 5,000.00	\$ 5,000.00
900	Re-Install Finger Piers (Approximately 6)	1	LS	\$ 4,000.00	\$ 4,000.00

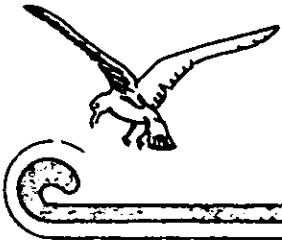
BID BASE TOTAL = \$ 79,750.00

ADDITIONAL ITEMS					
Item	Description	Est	Unit	Unit Price	Total
1000	Performance & Payment Bond			1.05 %	
2000	Purchase Installed Mooring Pile			\$25 / Linear Foot	
3000	Install Additional Mooring Pile			\$450 Each	
4000	Remove and Dispose of Sunken Vessel (Sailboats)			\$300 / Linear Foot	

We appreciate the opportunity to quote this project. If you should have any questions, please contact the undersigned at your convenience.

Very Truly Yours,
EBSARY FOUNDATION COMPANY

Bobby Brown
Estimator



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TERMS AND CONDITIONS

WORK: Ebsary Foundation Co., Inc. ("Ebsary") agrees to perform the work and furnish such materials, equipment and labor as specified within the scope of its work outlined herein and unless otherwise specified, as is customary. Customer acknowledges that it has supplied to Ebsary all applicable documents, plans and specifications necessary for Ebsary's work. To the extent of any conflict between the terms for Ebsary's work and the terms of Customer's work for the Owner, then the terms most favorable to Ebsary will prevail. Customer agrees to provide timely notice to Ebsary of any site conditions which may impact Ebsary's work.

PAYMENT: Customer agrees to make timely payments to Ebsary as called for herein. It is understood and agreed that any pay when paid provisions, if applicable to Ebsary's work, shall be interpreted as establishing a reasonable time for payment and shall not negate Ebsary's construction lien rights. If payments are not made when due, Customer agrees that Ebsary may halt its work until satisfactory payment arrangements have been made. Ebsary reserves the right to charge a service fee of 1 1/2% per month for late payments. In the event of any action taken, with or without suit, to enforce Ebsary's rights under this agreement, the Customer shall be liable for all costs, including Ebsary's reasonable attorney's fees. Exclusive venue for any action shall be a court of competent jurisdiction in Miami-Dade County, Florida, except in those instances where the action is one to enforce a lien recorded in a different jurisdiction.

WARRANTY: Ebsary agrees that its work shall conform with the specifications, plans and other applicable documents timely provided to it but shall be subject to field conditions beyond its control. EXCEPT AS SPECIFICALLY PROVIDED HEREIN, EBSARY PROVIDES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. EBSARY WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES AND ANY CLAIM AGAINST EBSARY OR ITS AGENTS, OFFICERS AND EMPLOYEES SHALL BE LIMITED TO THE REPLACEMENT VALUE OF ITS WORK AND ONLY AS TO THE EXTENT SUCH WORK IS FOUND TO BE DEFECTIVE. THIS LIMITATION OF LIABILITY IS EXPRESSLY INTENDED TO APPLY TO ALL TYPES OF CLAIMS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR EBSARY'S OWN NEGLIGENCE.

TERMINATION: Ebsary may terminate its work and this agreement at any time the Customer has defaulted or at any time conditions beyond Ebsary's control, including force majeure events, interfere with or adversely impact Ebsary's ability to perform. The costs of any materials ordered by Ebsary pursuant to this agreement and prior to termination shall be paid by Customer, if such orders are unable to be cancelled. Labor performed and materials installed up to termination shall be paid by Customer to Ebsary plus a sum equal to 20% for Ebsary's overhead and mobilization costs.

INDEMNIFICATION: If any claim is made for damage or injury including death, Customer agrees to indemnify and hold Ebsary harmless from and against such claim and all loss, damage, injury and expense (including reasonable attorney's fees and costs) that Ebsary may sustain when such claim is directly or indirectly based or related to Customer's or its agents' contractors' or employees' grossly negligent, intentional or wrongful acts or omissions. Customer acknowledges that a 1.0% reduction of the price for the work was received in exchange for this indemnification and said indemnification on the part of Customer shall not exceed, per occurrence, either the greater of \$1,000,000 or ten (10) times the total billing from Ebsary to Customer for this work.

DELAYS: Customer shall be responsible for any delay, interference or extra cost with respect to Ebsary's work which is the result of Customer or any and all third parties; Ebsary shall be entitled to both an extension of time to complete its work and issuance of a change order noting a prorata increase in the amount due Ebsary.

MODIFICATIONS: Any modification or change must be in writing and signed by authorized representatives of both parties.

WAIVER: The failure of Ebsary to insist upon strict compliance with any of these terms and conditions, or to exercise any options provided for in the work documents, shall not be construed to be a waiver or relinquishment of Ebsary's right to thereafter require compliance with these terms and conditions or to therefore exercise such option.

AUTHORITY: It is understood and agreed that the person signing on behalf of Customer has full authority to do so, has read and understood the foregoing terms and conditions, and is authorized to bind the Customer.

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