



**THE CITY OF KEY WEST**

3140 Flagler St,  
Key West, FL 33040

**ADDENDUM #1**

**Electrical Enclosures & Fuel Station**

**Invitation to Bid: 13-011**

**21 February 2013**

This Addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced bid package is amended in accordance with the following items:

- Attached to this coversheet is Addendum #1, dated 21 February which provides an estimated construction budget, makes specific minor corrections to information presented in the bid documents, and replaces the "Invitation to Bid" (00 11 13) and the "Instructions to Bidders" (00 21 13) with the modified versions included in the Addendum.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 by acknowledging Addendum No. 1 in their proposal or by submitting the signed Addendum No. 1 with the bid package. Bids submitted without acknowledgement or without this Addendum may be considered non-responsive.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name Of Business

**ADDENDUM #1**  
**Electrical Enclosures & Fuel Station**  
**Invitation to Bid: 13-011**  
**21 February 2013**

This Addendum is issued as supplemental information to the bid package for clarification, correction, and additional information that will be of use to bidders.

The referenced bid package is amended as follows:

1. The construction budget for this project, including Alternate Bid Items SW#4 and Fuel Station is estimated to be between \$1,500,000 and \$1,750,000.
2. Replace the Invitation to Bid 00 11 13 with the attached (two pages).
3. Replace the Instructions to Bidders 00 21 13 with the attached (11 pages).
4. Note a. on Page 2 of the Project Summary 00 01 06-2 shall be corrected to read as follows:

The Contractor to whom this bid is awarded shall at his own expense provide a **Site Safety and Health Officer (SSHO)** responsible to develop, maintain, and report on an Accident Prevention Plan as specifically outlined elsewhere in these bid documents.

5. Note a. on Page 2 of the Project Summary 00 80 01-2 shall be corrected to read as follows:

The Contractor to whom this bid is awarded shall at his own expense provide a **Site Safety and Health Officer (SSHO)** responsible to develop, maintain, and report on an Accident Prevention Plan as specifically outlined elsewhere in these bid documents.

## INVITATION TO BID (ITB)

Sealed bids for the City of Key West **SWITCHGEAR ENCLOSURES & FUEL STATION**, addressed to the City of Key West, will be received at the Office of the City Clerk, City of Key West, 3126 Flagler Ave., Key West Florida, 33040 until 3:00 p.m. local time, March 13, 2013 and then will be publicly opened and read. Any bids received after the time and date specified, as determined by the precise time the package is stamped "Received by the City Clerk," will not be considered.

**Please submit (3) originals and three (3) USB Drives with one single PDF file of the entire bid package on each USB Drive.** Bid package is to be enclosed in a sealed envelope, clearly marked on the outside "**ITB 13-011: SWITCHGEAR ENCLOSURES & FUEL STATION**" addressed and delivered to the City Clerk at the address noted above.

The project proposes to construct concrete enclosures to house currently exposed electrical switchgear and transformer equipment on US Navy property at Truman Annex.

Drawings and Specifications may be obtained from Demand Star by Onvia. Please contact Demand Star at [www.demandstar.com](http://www.demandstar.com) or call 1-800-711-1712.

A Mandatory Site Visit will be held at 10:00 a.m. on February 27, 2013 at: Truman Annex, Port Operations Security Entrance southwest of the NOAA Eco Discovery Facility. See Location Map in Part 3 Attachment B.

**EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.**

**THE BIDDER MUST BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.**

The successful Bidder will be required to furnish the necessary additional bond(s) for the faithful performance of the Contract, as prescribed in the Bidding Documents.

All bid bonds, contract bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work, compliant with US Navy (NAVFAC) standards as specified under this Contract. Upon request, the Bidder shall

submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications. Such qualifications shall include but not be limited to the specific experience and credentials of the proposed Quality Control Program Manager (QCM), the proposed Site Safety and Health Officer (SSHO), and the proposed independent Construction Administration (CA) firm, as described elsewhere in this Invitation to Bid.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact the designated Engineer by the General Services and Utilities Department of the City of Key West:

Terrence Justice  
City of Key West – Engineering  
3140 Flagler Ave.  
Key West, FL 33040  
tjustice@keywestcity.com

As stated above at the time of the bid submittal the Bidder must provide satisfactory documentation of State Licenses. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question.

The City may reject bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the bidder misstates or conceals a material fact in its bid, (3) if the bid does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the bid is conditional, or (5) if a change of circumstances occurs making the purpose of the bid unnecessary to the City. The City may also waive any minor formalities or irregularities in any bid, (6) if such waiver is in the best interest of the City, or (7) if, in the opinion of the City, any or all of the submitted and/or verified qualifications fail to meet the standards set forth in these ITB documents, taken as a whole.

Dated this \_\_\_ day of \_\_\_\_\_ 2013.

CITY OF KEY WEST

By \_\_\_\_\_  
Bob Vitas, City Manager

\* \* \* \* \*

## **INSTRUCTIONS TO BIDDERS**

### 1. CONTRACT DOCUMENTS

#### A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project. The sole exception is that plans and specifications for “Fuel Station” were developed separately and have remained separately packaged only to avoid compromising their integrity.

#### B. DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Engineer, in writing (at least 6 working days prior to bid opening) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of Addenda to the Documents which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bid, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

#### C. DRAWINGS

Details of construction are bound separately.

### 2. GENERAL DESCRIPTION OF THE PROJECT

A general description of the work to be done is contained in the Invitation to Bid. The scope is specified in applicable parts of these Contract Documents.

### 3. QUALIFICATION OF CONTRACTORS

The prospective Bidders must meet the statutorily prescribed requirements before award of Contract by the Owner.

Bidders must hold or obtain all licenses or certificates required by federal, state, or local statutes, or regulations in order to bid and perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform himself of the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and subsurface conditions. Reference a sample geotechnical report included in bid documents in Part 3, Plans and Specifications, Attachment G.

The Owner will make available to prospective Bidders upon request and at the office of the Engineer, prior to bid opening, any information that he may have as to subsurface conditions and surface topography at the worksite, including such existing geotechnical reports as are available.

Information derived from inspection of topographic maps, geotechnical reports, or from Drawings showing location of utilities and structures will not in any way relieve the Contractor from any risk, or from properly examining the Site and making such additional investigations as he may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform himself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and nonburning requirements, permits, fees, and similar subjects.

5. TYPE OF PROPOSAL

A. LUMP SUM

Bidders shall submit a Bid on lump sum basis as set forth in the Bid Form.

The Lump Sum Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.02 of the General Conditions.

6. PREPARATION OF PROPOSALS

A. GENERAL

All blank spaces in the Bid form must be filled in for all schedules and associated parts, as required, preferably in BLACK ink. All price information shall be clearly shown in figures where required. No changes shall be made in the phraseology of the forms. **In case of discrepancy between unit prices and extended totals, unit prices shall prevail.**

Any Bid shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to Bid.

Only one Bid from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

B. DESCRIPTION OF SUPPLIERS

The manufacturer name, trade name, brand name, or catalog number used in the Specifications is for the purpose of describing and establishing equipment that has been presented for this Project. The Bidder shall submit catalog cuts and applicable warranties for all materials and products proposed on this Project.

C. SIGNATURE

The Bidder shall sign his Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

D. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, Ordinances, Permits and Licenses, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid experience records showing his experience, SSHO experience, CQM experience, and CA Firm experience and expertise in construction similar to this project. Contractor experience record shall provide at least five current or recent projects of similar work, preferably within Florida or the southeastern United States or work for NAVFAC or the Army Corps of Engineers. For each project, the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

E. ATTACHMENTS

Bidder shall complete and submit the following forms with this bid:

1. Anti Kickback Affidavit.
2. Public Entity Crimes.
3. Key West Indemnification Form.
4. Disclosure of Lobbying Activities.
5. Non-Collusion Declaration and Compliance with 49 CFR §29.
6. Suspension and Debarment Certification.

F. 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.”



G. ANTI-KICKBACK AFFIDAVIT

The Bidder shall submit a signed and notarized Anti-Kickback Affidavit with Bid on the form provided herein.

H. SECURITY/SITE ACCESS

The Bidders attention is directed to the requirement to obtain access to the site during construction. Since the site is located on a Navy Facility, access is controlled. The successful Bidder is responsible for obtaining access for personnel, subcontractors, and deliveries. All costs associated with this requirement are to be included in the Bid. Reference section 00 44 11, *RAPIDGate* Application.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all state and local sales and use taxes, as required by the laws and statutes of the state and its political subdivisions, shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. LOCAL PREFERENCE

Under a competitive bid solicitation, when a responsive, responsible non-local business submits the lowest price bid, and the bid submitted by one or more responsive, responsible local businesses within five percent of the price submitted by the non-local business, then the local business with the apparent lowest bid offer may have the opportunity to submit an offer to match the price(s) offered by the lowest, qualified and responsive non-local bidder within three working days of the notice of the intent to award. If the lowest local bidder submits a bid that fully matches the lowest bid from the lowest bid from the lowest non-local bidder tendered previously, then the award shall be made to such local bidder. If the lowest local bidder declines or is unable to match the lowest non-local bid price(s), then the award shall be made to the non-local business.

9. SUBMISSION OF PROPOSALS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith. The Bidder shall submit three (3) originals and **THREE (3) ELECTRONIC COPIES ON THREE (3) USB DRIVES WITH A SINGLE PDF FILE OF THE FULL PROPOSAL** and all required bonds, attachments, and forms.

Each Bid must be submitted in two sealed envelopes one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid. Each bid must be **STAMPED AS RECEIVED** on or before 3:00 PM March 13, 2013 or will not be considered.

10. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids, unless the time specified in paragraph Award of Contract of these Instructions to Bidders shall have elapsed.

11. BID SECURITY

Bids must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of 5 percent of the total amount of the Bid submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his Bid for a period of 60 days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

12. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the Owner will return the bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

13. AWARD OF CONTRACT

The award will be made under one Contract by the Owner on the basis of the Base Bid from the lowest, responsive, qualified, responsible Bidder. The Owner may award entire Bid or selected line items based on the City's best interest and available funds at time of Award.

Within 60 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 75 days after the opening of Bids.

The Owner reserves the right to accept or reject any or all Bids, and to waive any informalities and irregularities in said Bids.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 14 calendar days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached, together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the Owner, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to

cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the Owner. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the Owner, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects.

B. POWER-OF-ATTORNEY

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

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

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

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

17. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on the site and with his own organization, labor equivalent to at least 40 percent of the total amount of the work to be performed under this Contract and materials. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Engineer determines that it would be to the client's advantage, the percentage of the labor required to be performed by the Contractor's own organization may be reduced; PROVIDED prior written approval of such reduction is obtained by the contractor from the Engineer.

Each Bidder must furnish with his Bid a list of the items that he will perform with his own forces and the estimated total cost of these items.

18. TIME OF COMPLETION

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

19. SCHEDULE IMPACTS THAT AFFECT THE BID

Cruise Ship operations at Outer Mole.

Contractor shall be required to maintain embarkation/debarkation traffic on the Outer Mole Pier at any time a cruise ship is docked and shall cause or create no impediments or delays to that traffic. The ability to continue the use the Outer Mole Pier by cruise ships is critical to the city. No impacts to the docking of cruise ships and the associated services, security, or passenger transportation will be allowed by this project. If contractor activity impacts a cruise ship docking event, the contractor will be charged the damages resulting from the lost revenue and will be taken from the funds allocated on this project. The average revenue for a docking event is \$30,000.

Noise at the Mole Pier sites should not exceed 90 dBa when a cruise ship is at dock.

In developing their construction schedule and their bid, the contractor shall take into account the frequency of use of the Outer Mole Pier (OM). Cruise Ship frequency information can be obtained from

<http://www.keywestcity.com/department/calendar.php>

Contractor is advised that ships up to 1004 feet long and 130k gross tons required use of the outer mole. If a ship arrival time requires adjustment due to weather or mechanical problems, contractor will be given a 48 hour notice of the change.



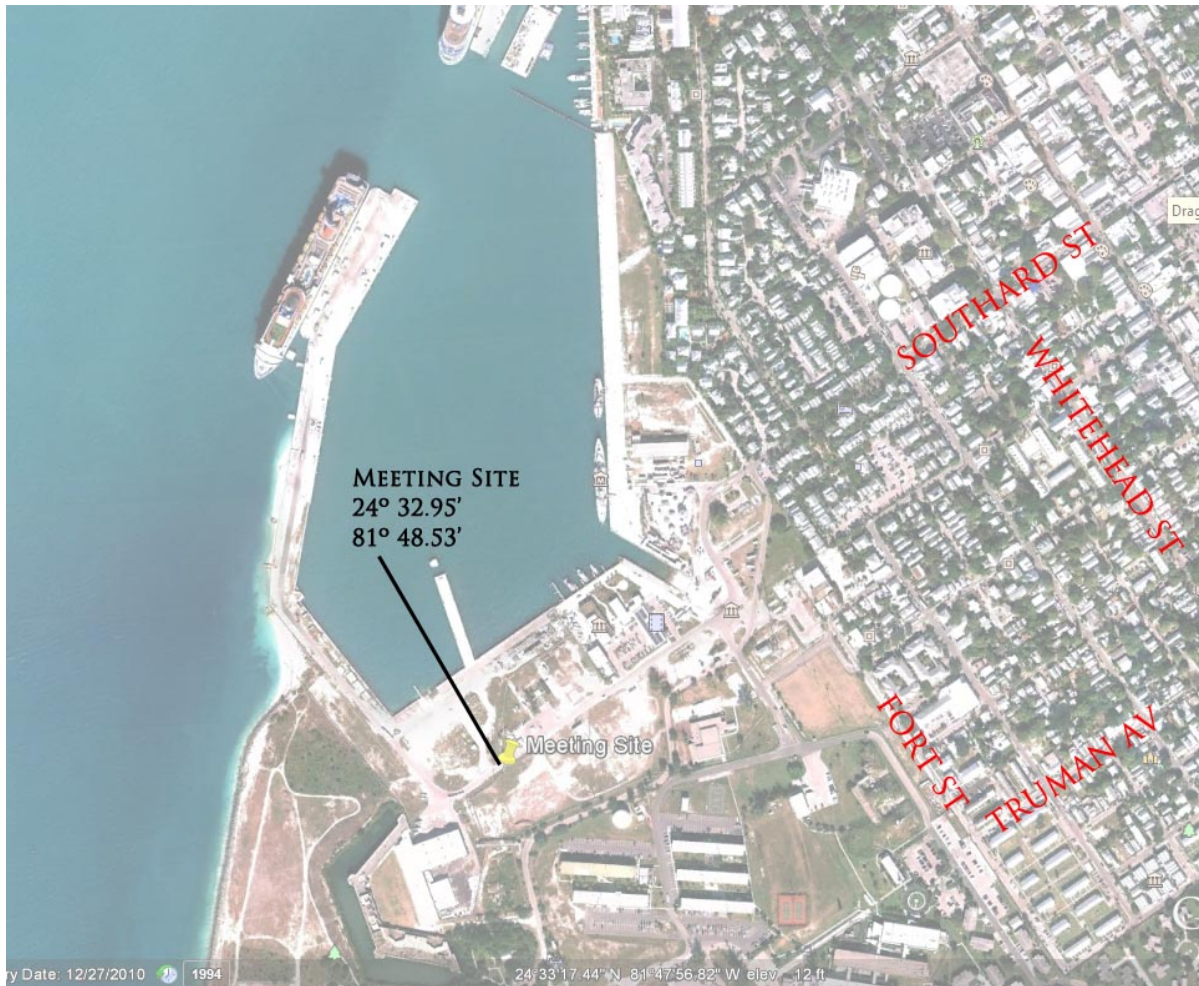
850 foot cruise ship at the Outer Mole Pier (OM)

b. OFFSHORE POWER BOAT RACES:

Early in November the Offshore Power Boat Races occur in Key West. The contractor will not be able to work at the site or access the site during the 9 days of staging and racing (Saturday November 2 through through Sunday 10, 2013). All work and staging areas shall be properly and thoroughly secured from public access. Though this period is outside the expected construction schedule, this restriction shall be in effect should the schedule be extended into this period for any reason.

20. MANDATORY SITE VISIT

A Mandatory Site Visit will be held at 10 AM on 27 February 2013. Contractors should arrive not later than 10:15, shall bring proper identification and be prepared to walk approximately 3,000 feet to the site and back. The meeting point for the site visit is the entrance gate to the Navy Mole Property. Bidders are strongly encouraged to submit any questions in writing, either in advance or at the beginning of the site visit.



21. ADDITIONAL REQUIREMENTS

Bidders are directed to Attachments D through F inclusive of the Supplementary Conditions for criteria relating to Safety Program, Quality Control Program, and independent Construction Administration requirements of this project.

22. BIDDERS' QUESTIONS

Bidders shall submit any and all questions regarding this bid in writing to.

Terrence Justice  
City of Key West – Engineering  
3140 Flagler Ave.  
Key West, FL 33040  
tjustice@keywestcity.com

All project and bid-related questions received before 5:00 pm Wednesday March 6, 2013 will be answered via issuance of an Addendum to the ITB package. Questions received after that time will not be responded to.

**END OF SECTION**