



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

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 120 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 he 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. _____, _____, _____, _____, _____, (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.

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	\$	
	General / Supp Conditions	1	EA	\$	
	Performance / Payment Bonds	1	EA	\$	
	Demobilization	1	EA	\$	
	(10% of Construction Cost Max)	1	LS		
	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	\$	\$
	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	\$	\$
	Furnish and install Main Floating Pier (12'w by 40'l)	480	SF	\$	\$
	Furnish and install temporary Mooring Piles	10	EA	\$	\$
	Furnish and install Main Floating Pier (10'w by 130'l)	1300	SF	\$	\$
	Furnish and install Finger Piers (4'wx35'l)	1120	SF	\$	\$
	Furnish and install Piles (HSS 20.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$	\$
	Furnish and install Mooring Piles (HSS 14.00 X 0.50) with epoxy coating system (Exterior)	16	EA	\$	\$
	Pile Collars	16	EA	\$	\$
	Furnish and install Aluminum Access Ramp (5'wx30'l)	1	EA	\$	\$
	Furnish and install accessories (15" Cleats: Main Pier/finger)	80	EA	\$	\$
	Electrical System per Stantec Plans and Specifications, including new CATV/Phone Cabinet	1	LS	\$	\$
	Potable Water System per Stantec Plans and Specifications	1	LS	\$	\$
	Sewer System per Stantec Plans and Specifications	1	LS	\$	\$
	Fire System per Stantec Plans and Specifications	1	LS	\$	\$
	As-builts	1	LS	\$	\$
	Product information and Warranty Certificate Binder	1	LS	\$	\$
	Safety Act	1	LS	\$	\$

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

TOTAL LUMP SUM BASE BID

_____ Dollars

(Amount written in words has precedence)

and _____ **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:

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

Name

Street City State Zip

TS1.6 Existing mooring piles at Kingfish Pier that impact the ability to relocate boats shall be removed and disposed of by the contractor. These piles shall be replaced at the end of construction.

TS-2.0 Demolition and Disposal

TS-2.1 Demolition will include the WORK as shown in the permit and construction drawings. Installation of turbidity barrier prior beginning any demolition work. All piling must be removed at, or below, the mudline. All demolition material will be removed from the site and disposed of properly. Proper disposal is the responsibility of the Contractor. Demolition is subject to the coral relocation plan and permit.

TS-2.2 As a matter of project staging, removal of Piles located at the Kingfish Pier will be completed first to allow for the vessels moored at the Dolphin Pier to be relocated to the Kingfish Pier. Upon relocation of these vessels, demolition of Dolphin Pier can commence.

TS-2.3 Contractor should be aware that the existing pier is entirely concrete pile supported. In addition, sections of the pier consist of concrete decking and wood deck overlay.

TS-3.0 Professional Surveyor Stakeout and Record Drawings

TS-3.1 The Contractor will provide a stakeout by a Professional Surveyor of the existing mooring piling locations. These locations will be coordinated with the floating finger pier installation to ensure that the proposed finger pier alignment “shadows” the outboard mooring piling to prevent intrusion of the mooring piling into the slip mooring space.

TS-3.2 Upon completion of construction, the Contractor will provide a post-construction record drawing, signed and sealed by a Professional Surveyor. In addition, Contractor will provide two sets of all Operations/Maintenance manuals and warranty certificates in a three ringed binder and two sets on a flash drive.

TS-4.0 Floating Docks Construction, Materials, and Testing

TS-4.1 General Materials to be used for the construction of the floating docks are outlined as follows:

Dock Piling	14” or 20” (depending upon plan selected by client) diameter, 0.5” thick epoxy coated steel tubular piles as specified on the Construction Drawings
Floating Docks	Aluminum floating docks will be installed as manufactured by GatorDocks

Benthic Resource Assessment
Dolphin Pier Replacement Project
City Marina at Garrison Bight
1801 North Roosevelt Boulevard
Key West, FL 33040

Prepared for:

City of Key West
Engineering Department
3140 Flagler Ave
Key West, FL 33040

Prepared by:

Terramar Environmental Services, Inc.
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Sugarloaf Key, Florida 33042
(305) 304-4061
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November 29, 2016

Introduction

The proposed project at Dolphin Pier, Key West, Florida involves the replacement of an existing public mooring facility (Figure 1). The replacement consist of replacing the existing pile-supported pier with a floating dock pier in effectively the same footprint of the existing facility with only minor adjustments in design to improve safety. The total number of slips will remain the same; the replacement will remain mainly within the existing footprint, only extending approximately 11 feet passed the existing dock. No new mooring slips will be added but six additional finger piers are proposed. The project has a total area of 2,800 square feet. Specific information regarding the project design are contained in the engineered plans dated November, 2016 , prepared by Stantec (Attachment 1).

An assessment of the benthic resources which could potentially be impacted by the project was conducted on November 29, 2016. The objective of the benthic assessment was to assess and document the living marine resources on the state submerged land where the pier is proposed, and to document benthic resources adjacent to the project area. In addition, a specific-purpose survey for stony coral was performed to fulfill Florida Keys National Marine Sanctuary (FKNMS) requirements.

Methods

An in-water assessment of the project area was conducted on November 29, 2016 by a scientific diver experienced in conducting resource assessments of benthic habitats found in the Florida Keys. Water clarity was excellent, averaging 15 to 20 foot visibility. The survey area included the footprint of the proposed pier, all existing pilings and dolphins and a 15 foot buffer zone outside the proposed footprint.

A scientific diver swam the length of the footprint conducting a visual assessment of the seafloor and existing structures including the buffer zone. All existing pier supports and mooring piles were carefully evaluated for marine resources. Locations were recorded where benthic resources were observably different, e.g. where habitats changed. The percent cover for the observed benthic communities (e.g. seagrass cover, macroalgae cover) were categorized into discrete cover classifications by visual estimation using the following cover classes:

Description	Barren	Sparse	Moderate	Dense
Cover Class	0-1 %	1-25%	25-75%	75-100%

The data recorded included any significant change in habitat, the dominant habitat type, and the percent coverage. This scientific survey method provided a qualitative and quantitative assessment of the type and location of benthic resources found throughout the entire project footprint.

A visual survey was also conducted to document the presence of stony corals within project limits and surrounding buffer, and also specifically attached to any of the pier supports or mooring piles.

Reference photographs representing dominant benthic species, examples of seagrass communities and other applicable reference photographs were taken (Attachment 2).

Results

The seafloor beneath the pier and associated mooring area is composed of barren substrate, a deep silt component lacking observable attached benthic communities. No seagrass or algal communities were identified within the existing pier area.

In the secondary buffer area, scattered seagrass and algal patches are present on the seafloor. Seagrass present was widely scattered individual shoots of *Thalassia testudinum* and small patches of *Halophila decipiens*. The greatest presence of paddle grass was found laterally at the T-head of the existing pier and centrally on the west side of the existing mooring area. The small patches of *H. decipiens* were observed as 75% cover and begin approximately 15 feet from the pier and mooring area. Scattered shoots of turtle grass were also observed in areas on the north side of the pier waterward of the boat moorings. Large numbers of the upside-down jellyfish (*Cassiopea frondosa*) were present throughout the survey area, often forming dense mats on the seafloor.

The lack of seagrass and other marine resources within the footprint of the existing facility was not unexpected as large boats moored close together along the pier effectively block light penetration and the deep, loose silt substrates present a less than optimal environment for the formation of seagrass or hardbottom communities.

The pier supports and mooring piles associated with the Dolphin Pier were covered with a well-developed and diverse attached algal and sponge community. The coverage was estimated at 75-100% cover.

Coral Resources

No corals were observed in project area, within the buffer area, or attached to any of the pier supports or mooring piles.

Project Impacts

The proposed project as designed will have negligible impacts to the benthic resources; the replacement project is majorly in the footprint of the existing facility, and no significant marine resources are present that would be impacted by the replacement project.

No seagrass or coral resources will be impacted by the project.

Construction will occur within the footprint of the existing facility and secondary construction impacts outside the footprint are not anticipated.

Best management practices (BMP's) will be implemented during construction including sediment control so that impacts to benthic communities within Garrison Bight are avoided.



Figure 1. Location of the proposed pier replacement at Dolphin Pier, Garrison Bight Marina, Key West, Florida.

Attachment 1: Engineered Plans

Attachment 2: Reference Photographs



Topside photo of Dolphin Pier showing numerous large houseboats moored close together.



Topside photo of Dolphin Pier showing numerous large houseboats moored close together.



Photo of typical barren seafloor throughout the project area with numerous upside-down jellyfish (*Cassiopea frondosa*) present.



Photo of typical paddle grass (*Halophila decipiens*) observed in the secondary buffer zone outside of the footprint of the project. Seagrass resources outside of the project footprint will be protected through best management practices.



Photo of typical mooring pile with dense algal community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.



Photo of typical mooring pile with dense sponge community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.



Photo of typical pier support pile with dense algal community attached. No corals were observed attached to pilings, probably due to competition from encrusting algae and sponges.



Photo of typical pier support piles showing extensive damage. Replacement of the pier is needed to prevent a structural failure.