EXECUTIVE SUMMARY

TO:

City Commission

FROM:

Mark Tait

CC:

Marilyn Wilbarger

DATE:

December 19, 2011

SUBJECT:

Water Test ITB #12-006

ACTION STATEMENT: The purpose of this item is to award water testing ITB #12-006 to Flowers Chemical who is the lowest responsive bidder for City Marina @ Garrison Bight.

BACKROUND: Key West Bight Marina is required as part of it's submerged land lease to perform quarterly water testing for fecal, salinity and oxygen levels and one annual test for water and soil sampling. City Marina has mirrored this testing voluntarily for the past several years. Testing results have always been satisfactory at both marinas.

In May of 2011 ITB 11-013 was issued to secure bids for the water testing pursuant to the scope of work required however the frequency of testing within the 24 hour period was not indicated resulting in a substantial disparity in the responses. Therefore all bids were rejected and a new ITB 12-006 was issued with the clarification necessary to ensure responses were based upon a fully detailed scope of work, as follows:

FACILITIES

Testing will be completed at the following facilities:

City Marina at Garrison Bight (5 sampling locations)

Term of the contract shall be for a period of three (3) years with the option to renew up to two (2) years.

FREQUENCY

Testing shall be annually for all parameters from all stations identified on Attachment B. Each test shall be performed over a 24 hour period with samples taken at 4 hour intervals.

PROJECT SPECIFICATIONS

Laboratory performing the analyses shall have an approved quality assurance plan on file with the Florida Department of Environmental Protection (DEP). Analyze



the water and sediment samples for the following parameters following the Departments Standard Operating Procedures (SOP's) and FAC Rule 62-160.

BASIC ANALYTICAL SERVICES AND REPORTING

Provide test results and documents. (1) Reference the appropriate DEP file number for each facility, (2) chain of custody forms with dates of sampling and analysis, (3) a statement describing the methods used in collection, handling, storage, preservative, and analysis of samples, (4) a map indicating the sample locations, (5) a statement by the individual responsible for implementation of the sampling and testing program concerning the test results authenticity, precision, limits of detection, and accuracy of the data, and (6) documentation that the laboratory performing the sampling and analyses has an approved quality assurance plan on file with DEP, (7) Table comparing sampling data with maximum acceptable levels for each parameter per DEP Water Quality Standards or other acceptable standard if available.

MONITORING REPORTS

Monitoring reports shall also include the following information for each sample that is taken:

- a. time of day samples taken,
- b. water temperature,
- c. salinity (ppt),
- d. depth of water body,
- e. depth of sample,
- f. antecedent weather conditions,
- g. tidal stage and direction of flow,
- h. wind direction and velocity
- i. identification (GPS coordinates) of the sample location which corresponds to the sample location number shown on the sampling location map,
- j. The appropriate Rule 62-302, F.A.C., standard for the parameter being measured.
- k. The detection limit for the parameter being measured.

BID RESPONSES

Two bidders responded to ITB #12-006. For City Marina Bio-Tec Consulting bid \$18,170 and Flowers Chemical bid \$16,442. Flowers Chemical had the previous contract for water testing that expired and has done a good job for the past several years. Staff recommends that only the one annual test that will include all parameters for water and soil testing be performed instead of performing three quarterly water tests and one annual water and soil test. The annual cost for that test will be \$9,692 and will save \$6,750 in quarterly testing which is not required.

OPTIONS/ ADVANTAGES/ DISADVANTAGES:

The City Commission can award the contract to the lowest responsive bidder Flowers Chemical for the amount of \$9,692 for City Marina @ Garrison Bight.

• Flowers Chemical is familiar with the parameters of the water testing required for City Marina.

FINANCIAL IMPACT: The bid is \$4,308 less than the \$14,000 budgeted to conduct water testing for City Marina @ Garrison Bight in 413 7551 575 34.

RECOMMENDATION: Staff recommends that the City Commission award the contract for water testing ITB #12-006 at City Marina to the lowest responsive bidder, Flowers Chemical.

ATTACHMENTS: Water Test ITB #12-006 Bid Responses Bid Tabulation Sheet

RESOLUTION NO. 12-034

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF FLOWERS CHEMICAL LABORATORIES IN RESPONSE TO ITB#12-006 FOR WATER TESTING AT THE CITY MARINA AT GARRISON BIGHT IN THE TOTAL AMOUNT OF \$9,692.00; PROVIDING FOR AN EFFECTIVE DATE

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

Horiba, ib follow.
Section 1: That the bid of Flowers Chemical Laboratories
in Response to ITB #12-006 is hereby awarded in the amount of
\$9,692.00. (Water testing at the Key West Bight will be included in
the signed contract, as approved in simultaneous CRA Resolution No.
12).
Section 2: 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, 2012.
Authenticated by the presiding officer and Clerk of the
Commission onJanuary 19, 2012.
Filed with the Clerk, January 19, 2012.
MARK ROSSI, VICE MAYOR
ATTEST:

CHERYL SMITHU CITY CLERK

INTEROFFICE MEMORANDUM

To:

Mark Tait, Marina Manager

CC:

Sue Snider, Purchasing

From:

Cheri Smith, City Clerk

k

Cheryl Smith

Date:

November 23, 2011

Subject:

WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY

TERMINAL AND CITY MARINA AT GARRISON BIGHT; BID #12-006

Attached for your review are copies of the bids opened Wednesday, November 23, 2011 at 3:00 p.m. in response to the above referenced project.

			Quarterly	Annually
1.	Bio-Tech Consulting, Inc. 1107 Key Plaza, Suite 259 Key West, FL 33040	Key West Bight and Ferry Terminal:	\$4,340.00	\$15,802.00
		City Marina at Garrison Bight:	\$1,620.00	\$13,310.00
2.	Flowers Chemical Laboratories, Inc. 481 Newburyport Avenue	Key West Bight and Ferry Terminal:	\$4,700.00	\$13,933.00
	Altamonte Springs, FL 32701	City Marina at Garrison Bight:	\$2,250.00	\$9,692.00

EXECUTIVE SUMMARY

TO:

Community Redevelopment Agency

FROM:

Mark Tait

CC:

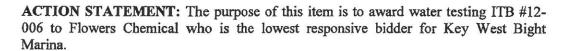
Marilyn Wilbarger

DATE:

January 6, 2012

SUBJECT:

Water Test ITB #12-006



BACKROUND: Key West Bight Marina is required as part of it's submerged land lease to perform quarterly water testing for fecal, salinity and oxygen levels and one annual test for water and soil sampling. City Marina has mirrored this testing voluntarily for the past several years. Testing results have always been satisfactory at both marinas.

In May of 2011 ITB 11-013 was issued to secure bids for the water testing pursuant to the scope of work required however the frequency of testing within the 24 hour period was not indicated resulting in a substantial disparity in the responses. Therefore all bids were rejected and a new ITB 12-006 was issued with the clarification necessary to ensure responses were based upon a fully detailed scope of work, as follows:

FACILITIES

Testing will be completed at the following facilities:

- Key West Bight (4 sampling locations)
- Key West Bight Ferry Terminal (2 sampling locations)

Term of the contract shall be for a period of three (3) years with the option to renew up to two (2) years.

FREQUENCY

Testing shall be annually for all parameters and quarterly for dissolved oxygen (D.O.) and coli form bacteria from all stations identified on Attachment A for Key West Bight and Ferry Terminal. Each test shall be performed over a 24 hour period with samples taken at 4 hour intervals.



PROJECT SPECIFICATIONS

Laboratory performing the analyses shall have an approved quality assurance plan on file with the Florida Department of Environmental Protection (DEP). Analyze the water and sediment samples for the following parameters following the Departments Standard Operating Procedures (SOP's) and FAC Rule 62-160.

BASIC ANALYTICAL SERVICES AND REPORTING

Provide test results and documents. (1) Reference the appropriate DEP file number for each facility, (2) chain of custody forms with dates of sampling and analysis, (3) a statement describing the methods used in collection, handling, storage, preservative, and analysis of samples, (4) a map indicating the sample locations, (5) a statement by the individual responsible for implementation of the sampling and testing program concerning the test results authenticity, precision, limits of detection, and accuracy of the data, and (6) documentation that the laboratory performing the sampling and analyses has an approved quality assurance plan on file with DEP, (7) Table comparing sampling data with maximum acceptable levels for each parameter per DEP Water Quality Standards or other acceptable standard if available.

MONITORING REPORTS

Monitoring reports shall also include the following information for each sample that is taken:

- a. time of day samples taken,
- b. water temperature,
- c. salinity (ppt),
- depth of water body,
- e. depth of sample,
- antecedent weather conditions,
- g. tidal stage and direction of flow,
- h. wind direction and velocity
- i. identification (GPS coordinates) of the sample location which corresponds to the sample location number shown on the sampling location map,
- The appropriate Rule 62-302, F.A.C., standard for the parameter being measured.
- k. The detection limit for the parameter being measured.

BID RESPONSES

Two bidders responded to ITB #12-006. For Key West Bight, Bio-Tec bid \$28,822 and Flowers bid \$28,033. Flowers Chemical had the previous contract for water testing that expired and has done a good job for the past several years.

On December 14th 2011 the Key West Bight Board approved awarding the water test bid to the lowest responsive bidder, Flowers Chemical for Key West Bight.

OPTIONS/ ADVANTAGES/ DISADVANTAGES:

- The CRA can award the contract to the lowest responsive bidder Flowers Chemical for the amount of \$28,033 for Key West Bight.
- Flowers Chemical is familiar with the parameters of the water testing required for Key West Bight.

FINANCIAL IMPACT: The bid is \$1,178 dollars less than the \$30,000 budgeted to conduct water testing for FY 11-12 for Key West Bight in 405-7503 575 31 pursuant to the clarified scope.

RECOMMENDATION: Staff recommends that the CRA award the contract for water testing ITB #12-006 at Key West Bight Marina to the lowest responsive bidder, Flowers Chemical.

ATTACHMENTS: Water Test ITB #12-006 Responses
Bid Tabulation Sheet

RESOLUTION NO. 12-043

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AWARDING THE BID OF FLOWERS CHEMICAL LABORATORIES IN RESPONSE TO ITB #12-006 FOR WATER TESTING AT THE KEY WEST BIGHT IN THE TOTAL AMOUNT OF \$28,033.00; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA
VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the bid of Flowers Chemical Laboratories in response to ITB #12-006 is hereby awarded in the total amount of \$28,033.00, for water testing at the Key West Bight (water testing at the City Marina at Garrison Bight will be included in the signed contract, as approved in simultaneous City Commission Resolution No. 12-___)

<u>Section 2</u>: 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 Agency.

Passed and adopted by the Caroline Street Corridor and Bahama
Village Community Redevelopment Agency at a meeting held this
18 day of
Authenticated by the presiding officer and Clerk of the Agency
on January 19 , 2012.
Filed with the Clerk January 19, 2012.
ATTEST: WICE CHAIRMAN MARK ROSSI, VICE CHAIRMAN
CHERYL SMITH, CITY CLERK

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To:

The City of Key West/CRA

Address:

3126 Flagler Ave, Key West, Florida 33040

Project Title:

WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY

TERMINAL, AND CITY MARINA AT GARRISON BIGHT

Project:

ITB #12-006

BIDDER'S INFORMATION

Name: FLOWERS CHEMICAL LABORATORIES INC

Address: 481 NEWBURYPORT AVENUE

ALTAMONTE SPRINGS

FLORIDA, 32701

Contact Name: JOHN W. LINDSEY JR.

Email: johna) + lowers labs, com

Telephone: (407) 339-5984, ext 217

Fax: (407) 2100 - 6110

Signature: Date: 11/18/11
Seffection S. Flowers, President/Technical Divertor

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to

identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds are not required as part of this contract.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract; the certificates of insurance as specified in these Documents.

TERM OF CONTRACT

The term of the contract will be three (3) years with an option to extend for an additional two (2).

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. , , , , , , , , , (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.

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."

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, equipment (including but not limited to; boat/work platform), and travel expenses required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

Notice to Bidder: Use Black Ink or Type For Completing the Form.

BID

To:

The City of Key West/CRA

Address:

3126 Flagler Ave, Key West, Florida 33040

Project Title:

WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY

TERMINAL, AND CITY MARINA AT GARRISON BIGHT

Project:

ITB #12-006

BIDDER'S INFORMATION

Name: FLOWERS CHEMICAL LABORATORIES INC.

Address: 48/ NEWBURYPORT AVENUE

ALTHMONTE SPRINGS

FLORIDA, 32701

Contact Name: JOHN W. LINDSEY FR

Email:

johna + lowers labs com

Telephone: (907)339-5984

84, ext. 217

Fax:

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he/she has carefully examined the Contract Documents for the construction of the project, that he/she has personally inspected the site, that he/she has satisfied himself/herself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to

identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

The Bidder further agrees that he/she has exercised his/her own judgment regarding the interpretation of job conditions and has utilized all data, which he/she believes pertinent from the Project Manager, Owner, and other sources in arriving at his/her conclusions.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this BID is accepted, he/she will, within ten (10) calendar days after Notice of Award, sign the Contract in the form annexed hereto, will attach all required licenses and certificates, and will, to the extent of his BID, furnish all equipment, materials, and labor necessary to complete all work as specified or indicated in the Contract Documents. Performance and Payment Bonds are not required as part of this contract.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

TERM OF CONTRACT

The term of the contract will be three (3) years with an option to extend for an additional two (2).

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of five hundred dollars (\$500.00) per day for all work awarded under this contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be included in determining days in default.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's.

(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.

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 of 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."

LUMP SUM BASE BID

The Bidder agrees to accept as full payment for performance of the work as herein specified and shown on the Drawings (if any), the following lump sum. The Bidder agrees that the lump sum price represents a true measure of the design, labor, materials, equipment (including but not limited to; boat/work platform), and travel expenses required to perform the work, including all allowances for overhead and profit for each type and unit of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern. The Bid will be awarded on total Bid amount. Final lump sum payments will be adjusted based on actual units and unit prices.

BID FORM

ITB #12-006: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT

KEY WEST BIGHT/KEY WEST BIGHT FERRY TERMINAL

QUARTERLY SAMPLING \$ 4,700.00 per quarter Price in Words Four thousand Genen hundredant per quarter
ANNUAL SAMPLING \$ 13933.00 per year Price in Words This teen thousand nine hundred thirty-three per year and notion dollars.
ALTERNATE BID*
CITY MARINA AT GARRISON BIGHT
QUARTERLY SAMPLING \$ 2,250.00 per quarter Price in Words Two thousand two hundred fifty and not per quarter
ANNUAL SAMPLING \$ 9,692.00 per year
Price in Words Nine Housand Six hundred two and per year * The City reserves the right not to award the alternate bid because of budgetary constraints
BID BREAKDOWN The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

City of Key West ITB #12-006

Bid Breakdown

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Schedule	of Va	TIAG	Dar	event
SCHEUME	ULYA	LECS	DOI	CTUIL

Key West Bight / Key West Bight Ferry Terminal:

Quarterly Sampling:

Annual Sampling:

City Marina at Garrison Bight:

Quarterly Sampling:

Annual Sampling:

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:
Portion of Work:
Name:
Address:
Portion of Work:
Name:
Address:
Portion of Work:
Name:
Address: * ALL WORK TO BE PERFORMED IN-HOUSE By FCL
BIDDER
The name of the Bidder submitting this Bid is: Flowers CHENTICAL LABORATORIES, Inc
Doing business at 481 NEWBURY PORT AVENUE
City ALTAMONTE SPEINGS State FLORIDA Zip_32701
Telephone No. (40) 339 - 5984
This address is where all communications concerning this Bid shall be sent. P.D. Box 150597 ALTAMONTESPEDUGS, FL. 32715-0597

The names of the principal officers of the Corporation submitting this Bid, or of the Partnership, or of all persons interested in this Bid as Principals are as follows:

Name	Title
JEFFERSON S. FLOWERS	PRESIDENT/TECHNICALDIRECTOR
JASON E. FLOWERS	Vice President Becretary
If Corporation	
IN WITNESS WHEREOF the undersigned corporation and its seal affixed by its duly authorized officers this _	has caused this instrument to be executed And day of November, 2011.
(SEAL)	
Name of Compration By:	
Title: President	
Attest: Jan Flowers	***************************************
Secretary	
If Sole Proprietor or Partnership	
IN WITNESS hereto the undersigned has set his/her/its 2011.	hand thisday of,
Signature of Bidder	
mid	