

RESOLUTION NO. 10-224

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, EXERCISING THE THREE-YEAR RENEWAL OPTION CONTAINED IN THE CONTRACT FOR SMATHERS AND REST BEACH CLEANING SERVICES WITH EVANS ENVIRONMENTAL & GEOSCIENCES (EE&G), LLC, ORIGINALLY APPROVED IN RESOLUTION NO. 05-248; PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, in Resolution No. 05-248, the City Commission approved a five-year contract with a three-year renewal option with EE & G in accordance with RFP 012-05; and

WHEREAS, the City Commission, having considered staff recommendations, has chosen to renew the contract, for the three year extension period.

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

Section 1: That the contract is hereby extended for three years (commencing October 1, 2010), pursuant to the contract documents approved in Resolution No. 05-248;

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.

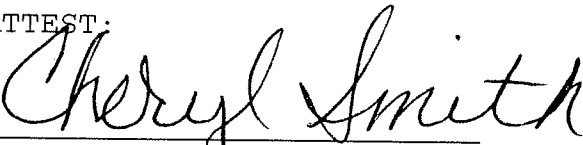
Passed and adopted by the City Commission at a meeting held  
this 20 day of July, 2010.

Authenticated by the presiding officer and Clerk of the  
Commission on July 21, 2010.

Filed with the Clerk July 21, 2010.

  
\_\_\_\_\_  
CRAIG CATES, MAYOR

ATTEST:

  
\_\_\_\_\_  
CHERYL SMITH, CITY CLERK

# EXECUTIVE SUMMARY



**TO:** Jim Scholl, City Manager

**COPIES:** David Fernandez, Assistant City Manager  
Mark Finigan, Assistant City Manager

**FROM:** Greg Veliz, Director Community Services

**DATE:** June 30, 2010

**SUBJECT: Exercising the right to extend Evans Environmental & Geosciences (EE&G), LLC Beach Cleaning Contract for three (3) years. Original contract approved Resolution 05-248.**

## **Action statement:**

This resolution authorizes the extension of the Evans Environmental & Geosciences (EE&G), LLC contract for three (3) years as per original contract options, based on Resolution 05-248.

## **Background:**

June 8, 2005, two proposals were submitted for RFP#012-05 for the Smathers & Rest Beach Cleaning. Robbie's Safe Harbor Marine Enterprises bid \$332,000.00 for beach cleaning; that bid was considered nonresponsive. Contract was awarded to Evans Environmental & Geosciences (EE&G), LLC in the amount not to exceed \$557,427.40 for a period of five years to expire September 30, 2010. Resolution 05-248 section 2 authorized the City Manager to negotiate and execute a 5-year contract, with a 3 year option with Evans Environmental & Geosciences (EE&G), LLC. The City entered into the contract on August 24, 2005 and said contract will expire on September 30, 2010.

## **Purpose and Justification:**

Evans Environmental & Geosciences (EE&G) has provided the City of Key West a level of service that far exceeds past performance of beach cleaning.

## **Options:**

- 1) Approve the option to extend the current Evans Environmental & Geosciences (EE&G) contract for the three (3) year term as originally authorized by Resolution 05-248. This option will allow the City to continue to maintain a high level of cleanliness and environmental stewardship of Smather's and Rest Beaches with minimal impact to the City operations.
- 2) Decline the option to extend the current Evans Environmental & Geosciences (EE&G) contract for the three (3) year term as originally authorized by Resolution 05-248 and direct the City to initiate internal beach cleaning operations. The following denotes estimated start up and annual operation costs:

<b>Estimated Start Up Costs</b>	
Barber	\$60,000.00
Tractor	\$60,000.00
Carrington Groomer	\$60,000.00
Loader	\$40,000.00
Beach Tech	\$120,000.00
Grapple	\$60,000.00
Dump Truck	\$75,000.00
Misc Parts	\$25,000.00
	<b>\$500,000.00</b>
<b>Annual Operating Costs</b>	
Maintenance	\$70,000.00
FTE	\$305,000.00
Rent	\$60,000.00
Fuel	\$12,000.00
* Accumulated Depreciation	\$100,000.00
* Administrative Costs	\$75,000.00
	<b>\$622,000.00</b>
<b>Total Costs</b>	<b>\$1,122,000.00</b>

\*Accumulated depression of capital expenditures \$100,000.00 per year based on a five (5) year life expectancy of equipment

\*15% Administrative fixed costs of \$75,000.00

**Financial Impact:**

On October 19, 2005 the Board of County Commissioners for Monroe County on behalf of the TDC entered into an interlocal agreement with the City to provide grant funding in an amount not to exceed \$380,000 per year for cleaning and maintenance of Smathers and Rest Beach. The TDC funds up to 50% of expenditures incurred by the City from the Beach cleaning contract as well as in-kind expenses. The cost associated with exercising the option to extend the Evans Environmental & Geoscience (EE&G) contract is \$610,487.71.

**Recommendation:**

Staff recommends the City Commission select option 1; approve the three year (3) extension to the current Evans Environmental & Geosciences (EE&G) LLC, contract as approved by Resolution 05-248.

Inter-local Agreement With The City of Key West

This AGREEMENT dated the 19<sup>th</sup> day of October 2005, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, hereinafter "County" or "GRANTOR," on behalf of the TOURIST DEVELOPMENT COUNCIL, hereinafter "TDC" and the City of Key West, hereinafter "Grantee".

WHEREAS, the third penny of Tourist Development Tax may be used to acquire, construct, extend, enlarge, remodel, repair or improve, convention centers, sports stadiums, sports arenas, coliseums, auditoriums, fishing piers, museums, zoological parks, nature centers, beach improvements and beach park facilities which are publicly owned and operated or owned and operated by not-for-profit corporations, and

WHEREAS, Grantee owns and contracts to a not-for-profit corporation for the operation of a beach facility which is open to the public; and

WHEREAS, Grantee has applied for funding for Smathers and Rest Beach Maintenance Services; and

WHEREAS, the Grantor and TDC have determined that it is in the best interest of the County, for purposes of promoting tourism and preserving the heritage of the community, to maintain the property for use as a beach which is open to the public;

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the Grantee and the Grantor have entered into this Agreement on the terms and conditions as set forth below.

1. **GRANT AGREEMENT PERIOD.** This Agreement is for the period of October 1, 2005 through to September 30 2010 with one option to extend for a five year period. This Agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 and 13 below.
2. **SCOPE OF AGREEMENT.** The Grantee shall provide cleaning and maintenance services for Smathers Beach from waters edge (the mean water line) to the edge of the bike/pedestrian walk (approximately 3,000 feet beach frontage) and up to the end of the wall on the eastern most portion, seven days a week; and for C.B Harvey/Rest Beach (approximately 800 feet beach frontage), seven days a week, including but not limited to: trash and debris removal, sweeping of walkovers, management of environmental hazards, erosion control and beach repair, coordination of all activities with the Florida Department of Environmental Protection, and notices to appropriate state agencies regarding any sea turtle nesting activity. Grantee shall provide for seaweed clean up from below the high water mark and around the groins for both beaches and disposal of the seaweed. The Grantee may fulfill this obligation through use of its own employees and/or by contracting with an independent contractor.

a) There shall be a project manager to acknowledge receipt of goods or work performed. This Project Manager shall be Roland Flowers, City Engineer, 604 Simonton Street, Key West, FL 33040 (Telephone: 305-809-3965/Fax: 305-809-3978/e-mail: [rflowers@keywestcity.com](mailto:rflowers@keywestcity.com)). Should there be a change in the project manager, a new project manager shall be designated and notice of the designation shall be provided to TDC/County.

b) If, and to the extent that, Grantee contracts for any of the work funded under this Agreement to be performed or completed, Grantee shall give notice to County of the contractual relationship, provide County with a copy of any and all contracts and shall require the contractor(s) to comply with all the terms of this contract. Should grantee contract the work and then decrease the scope of work to be performed by a contractor, Grantee shall provide County with an amended contract executed by Grantee and its contractor.

Grantee is a governmental entity which shall comply with the procurement regulations and policies to which it is subject, and shall provide Grantor documentation of the procurement requirements applicable to the project and compliance therewith.

c) Grantee shall exercise good internal controls to assure that the project as described in the funding application shall be completed on a timely basis within the proposed budget and shall provide to County any certifications, including those by the architect, engineer, contractor or an independent consultant if necessary, required to establish that materials which are purported to be applied to the project are in fact so applied. Further verification shall be required to show that equipment and other fixtures and personal property covered by this Agreement are delivered to and installed in the project site. When any permit is required by any governmental agency, copies of plans and other documents which are submitted to the applicable agency shall be submitted to the County Engineering Division to enable verification that the scope of services under this Agreement has been provided.

3. AMOUNT OF AGREEMENT AND PAYMENT. The Grantor shall provide the amount of \$380,000 per year to pay for cleaning and maintenance as outlined in the scope of services for Smathers and Rest Beach. Payment shall be made in twelve (12) equal installments on a monthly basis, in arrears. Payment will be made directly to the Grantee. The Grantee shall, commencing November 1, 2005, provide a monthly invoice on the 1<sup>st</sup> day of each month to the Grantor's administrative office for the Tourist Development Council, with documentation showing the work which was performed during the preceding month, and payment shall be made in accordance with the Florida Prompt Payment Act. Grantee shall submit original copy of paid invoice, copy of cleared check paying for services, and a signed letter stating that the contractor has complied with the scope of services as outlined in paragraph 2. of this Agreement. Documentation shall include a notarized statement signed by the project manager as to the completion of the services for which Grantee is invoicing the County. Payment for each fiscal year outlined in paragraph 1 of this agreement, ending September 30, 2010, shall not exceed \$380,000, and no payment shall be made for any documentation and invoice received after the close of the fiscal year of September 30, 2010. If option to extend agreement is exercised by Grantee

and Grantor for one additional five year period, compensation for the additional term may be negotiated prior to approval of extension.

Should this agreement be terminated pursuant to Section 13, The Grantor will not be obligated to pay for any services provided by the Grantee after the effective termination date for which Grantee has received written notice.

The Board of County Commissioners and the Tourist Development Council assume no liability to fund this Agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the BOCC.

**4. RECORDS AND REPORTS.** The Grantee shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies. The Grantee shall also provide such access to the personal property and equipment purchased under this Agreement. It is the responsibility of the Grantee to maintain appropriate records in accordance with generally accepted accounting principles consistently applied to insure a proper accounting of all funds and expenditures. The Grantee understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives. In the event of an audit exception, the current fiscal year grant award or subsequent grant awards will be offset by the amount of the audit exception. In the event the grant is not renewed or supplemented in future years, the Grantee will be billed by the Grantor for the amount of the audit exception and shall promptly repay any audit exception.

(a) **Public Access.** The County and Grantee shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Grantee in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Grantee.

**5. MODIFICATIONS AND AMENDMENTS.** Any and all modifications of the terms of this Agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Grantee and their respective legal representatives, successors, and assigns.

**6. INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, the Grantee is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this Agreement shall be construed as to find the Grantee or any of its employees, contractors, servants or agents to the employees of the Board of County Commissioners of Monroe County, and

they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

(a) **No Personal Liability.** No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**7. COMPLIANCE WITH LAW.** In carrying out its obligations under this Agreement, the Grantee shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this Agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the Grantor to terminate this Agreement immediately upon delivery of written notice of termination to the Grantee.

**8. RESTRICTIONS ON AGREEMENTS ENTERED PURSUANT TO THIS AGREEMENT.** The Grantee shall include in all Agreements funded under this Agreement the following terms:

a) **Anti-discrimination.** Contractor agrees that they will not discriminate against any employees or applicants for employment or against persons for any other benefit or service under this Agreement because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

b) **Anti-kickback.** Contractor warrants that no person has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the Contractor has any interest, financially or otherwise, in contractor. For breach or violation of this warranty, the Contractor shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee. Contractor acknowledges that it is aware that funding for this Agreement is available at least in part through the County and that violation of this paragraph may result in the County withdrawing funding for the Project.

c) **Hold harmless/indemnification.** Contractor acknowledges that this Agreement is funded at least in part by the County and agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively claims) arising directly or indirectly from any negligence or criminal conduct on the part of Contractor in the performance of the terms of this Agreement. The Contractor shall immediately give notice to the County of any suit, claim or action made against the Contractor that is related to the



activity under this Agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related this Agreement.

d) Insurance. Contractor agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Contractor and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Contractor for such injuries to persons or damage to property occurring during the Agreement or thereafter that results from performance by Contractor of the obligations set forth in this Agreement. At all times during the term of this Agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.
2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.
3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Contractor, the County and the TDC shall be named as additional insured, except workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

At all times during the term of this Agreement and for one year after acceptance of the project, Contractor shall maintain on file with the County a certificate of insurance showing that the aforesaid insurance coverage's are in effect.

e) Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

f) Right to Audit. The Contractor shall keep such records as are necessary to document the performance of the Agreement and expenses as incurred, and give access to these records at the request of the TDC, the County, the State of Florida or authorized agents and representatives of said government bodies.

9. HOLD HARMLESS/INDEMNIFICATION. The Grantee hereby agrees to indemnify and hold harmless the COUNTY/TDC and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this Agreement. The Grantee shall immediately give notice to the Grantor of any suit, claim or action made against the Grantor that is related to the activity under this Agreement, and will cooperate with the Grantor in the investigation arising as a result of any suit, action or claim related to this Agreement.

(a) **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the Grantee in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

(b) **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

10. **NONDISCRIMINATION.** County and Grantee agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County and Grantee agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

11. **ANTI-KICKBACK.** The Grantee warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County or TDC has any interest, financially or otherwise, in the said funded project, except for general membership. For breach or violation of this warranty, the Grantor shall have the right to annul this Agreement without liability or, in its discretion,

to deduct from the Agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This Agreement shall terminate on September 30, 2010. Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this Agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this Agreement pursuant to the terms specified herein, this Agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Grantee. The Grantor may terminate this Agreement without cause upon giving written notice of termination to Applicant. The Grantor shall not be obligated to pay for any services or goods provided by Grantee after Grantee has received written notice of termination.

13. **TERMINATION FOR BREACH.** The Grantor may immediately terminate this Agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Grantee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Grantor from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions. Failure to provide Grantor with certification of use of matching funds or matching in-kind services at or above the rate of request for reimbursement or payment by is a breach of Agreement, for which the Grantor may terminate this Agreement upon giving written notification of termination.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior Agreements with respect to such subject matter between the Grantee and the Grantor.

15. **GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

(a) **Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and Grantee agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

(b) **Mediation.** The County and Grantee agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

(c) **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the

enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Grantee agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

(d) **Attorney's Fees and Costs.** The County and Grantee agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

(e) **Adjudication of Disputes or Disagreements.** County and Grantee agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

(f) **Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Grantee agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Grantee specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

16. **ETHICS CLAUSE:** Grantee warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the Grantor may, at its discretion terminate this Agreement without liability and may also, at its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee. The County and Grantee warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Grantee agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset

from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(a) **Covenant of No Interest.** County and Grantee covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

(b) **Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**17. PUBLIC ENTITY CRIME STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an Agreement to provide any goods or services to a public entity, may not submit a bid on a Agreement 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 public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a Agreement 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.

**18. AUTHORITY:** Grantee warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Grantee below certifies and warrants that the Grantee's name in this Agreement is the full name as designated in its corporate charter (if a corporation); they are empowered to act and contract for the Grantee, and this Agreement has been approved by the Board of Directors of Grantee or other appropriate authority.

**19. LICENSING AND PERMITS:** Grantee warrants that it shall have, prior to commencement of work under this Agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

**20. INSURANCE:** Grantee agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Grantee and the Grantor from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Grantee for such injuries to persons or damage to property occurring during the Agreement or thereafter that results from performance by Grantee of the obligations set forth in this Agreement. At all times during the term of this Agreement and for one year after acceptance of the project, Grantee shall maintain on file with the Grantor a certificate of the insurance of the carriers showing that the aforesaid insurance policy is in effect. The following coverage's shall be provided:

1. Workers Compensation insurance as required by Florida Statutes.

2. Commercial General Liability Insurance with minimum limits of \$500,000 per occurrence for bodily injury, personal injury and property damage.

3. Comprehensive Auto Liability Insurance with minimum limits of \$300,000 combined single limit per occurrence.

The Grantee, the Grantor and the TDC shall be named as additional insured, except workers compensation. The policies shall provide no less than 30 days notice of cancellation, non-renewal or reduction of coverage.

Grantee shall provide, to the County, as satisfactory evidence of the required insurance, including the insurance policy application and either:

- Original Certificate of Insurance  
or
- Certified copy of the actual insurance policy  
Or
- Certificate of Insurance e-mailed from Insurance Agent/Company to County Risk Management (Telephone Maria Slavik at 295-3178 for details)

**An original certificate or a certified copy of any or all insurance policies required by this contract shall be filed with the Clerk of the BOCC prior to the contract being executed by the Clerks office. The Insurance policy must state that the Monroe County BOCC and Monroe County TDC is the Certificate Holder and additional Insured for this contract. Insurance should be mailed to:**

**Monroe County Board of County Commissioners  
C/O Risk Management  
P.O. Box 1026  
Key West, FL 33041**

21. NOTICE. Any written notice to be given to either party under this Agreement or related hereto shall be addressed and delivered as follows:

For Grantee: Mr. R. Flowers  
City Engineer  
604 Simonton Street  
Key West, FL 33040

For Grantor: Lynda Stuart  
Monroe County Tourist Development Council  
1201 White Street, Suite 102  
Key West, FL 33040

and

Suzanne Hutton, Asst. County Attorney  
P.O. Box 1026  
Key West, FL 33041-1026

22. **CLAIMS FOR FEDERAL OR STATE AID.** Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.
23. **NON-DELEGATION OF CONSTITUTIONAL OR STATUTORY DUTIES.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.
24. **NON-RELIANCE BY NON-PARTIES.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Grantee agree that neither the County nor the Grantee or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.
25. **ATTESTATIONS.** Grantee agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.
26. **NO PERSONAL LIABILITY.** No covenant or Agreement contained herein shall be deemed to be a covenant or Agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
27. **FORCE MAJEURE.** The Grantee shall not be liable for delay in performance or failure to complete the project, in whole or in part, due to the occurrence of any contingency beyond its control or the control of its contractors and subcontractors, including war or act of war whether an actual declaration thereof is made or not, act of terrorism impacting travel in the United States, insurrection, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, storm, flood, drought or other act of God, or act of nature (including presence of endangered animal species which cannot be timely removed in a safe manner or any act of any governmental authority which

prohibits the project from proceeding as described in the scope of services and incorporated references and which the Grantee has exercised reasonable care in the prevention thereof. However, lack of planning for normal and expected weather conditions for the time of year the project is to be executed shall not constitute an act of God excusing a delay. Any delay or failure due to the causes stated shall not constitute a breach of the Agreement; however, the BOCC shall have the right to determine if there will be any reduction to the amount of funds due to the Grantee after consideration of all relevant facts and circumstances surrounding the delay in performance or failure to complete the project within the contract period. Upon demand of TDC or BOCC, the Grantee must furnish evidence of the causes of such delay or failure. BOCC shall not pay for any goods received or services provided after the date(s) described in paragraph 1 and Scope of Services.

28. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

29. SECTION HEADINGS. Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: *Daniel C. DeSantis*  
Deputy Clerk

BOARD OF COUNTY  
COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *Melissa M. Spohrer*  
Mayor/Chairman

(SEAL)

ATTEST:

By: *Cheryl Smith*  
Clerk

CITY OF KEY WEST

By: *Jenny Decker*  
Mayor

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

*Suzanne A. Hutton*  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date: 9/28/05

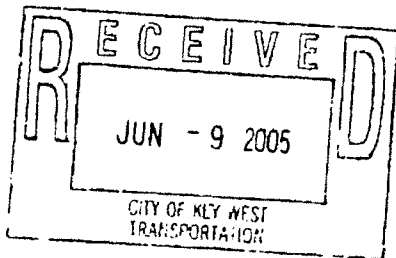


# INTEROFFICE MEMORANDUM

To: David Fernandez, Utilities Director  
CC: John Jones, Assistant City Manager  
Annalise Mannix-Lachner, Utilities  
Sue Snider, Purchasing  
From: Cheri Smith, City Clerk  
Date: June 8, 2005  
Subject: **SMATHERS AND REST BEACH CLEANING; RFP #012-05**

Attached for your review are copies of the Proposals opened Wednesday, June 8, 2005 at 3:00 p.m. in response to the Request for Proposals for Smathers and Rest Beach Cleaning; RFP #012-05.

1. Robbie's R. E. Reckwerdt Safe Harbor Marine Ent., Inc. P. O. Box 2208 Key West, FL 33045	OPTION #1: OPTION #2: OPTION #3:	\$332,000.00 \$196,000.00 \$166,000.00
2. E E & G Evans Environmental & Geosciences, LLC Timothy R. Gipe, President 6810 Front Street Key West, FL 33040	OPTION #1: OPTION #2: OPTION #3: OPTION #1A: OPTION #2A: OPTION #3A: OPTION #1B: OPTION #2B: OPTION #3B:	\$584,071.60 \$512,981.00 \$515,660.60 \$557,427.40 \$488,366.80 \$491,016.40 \$640,952.20 \$569,902.20 \$572,581.80



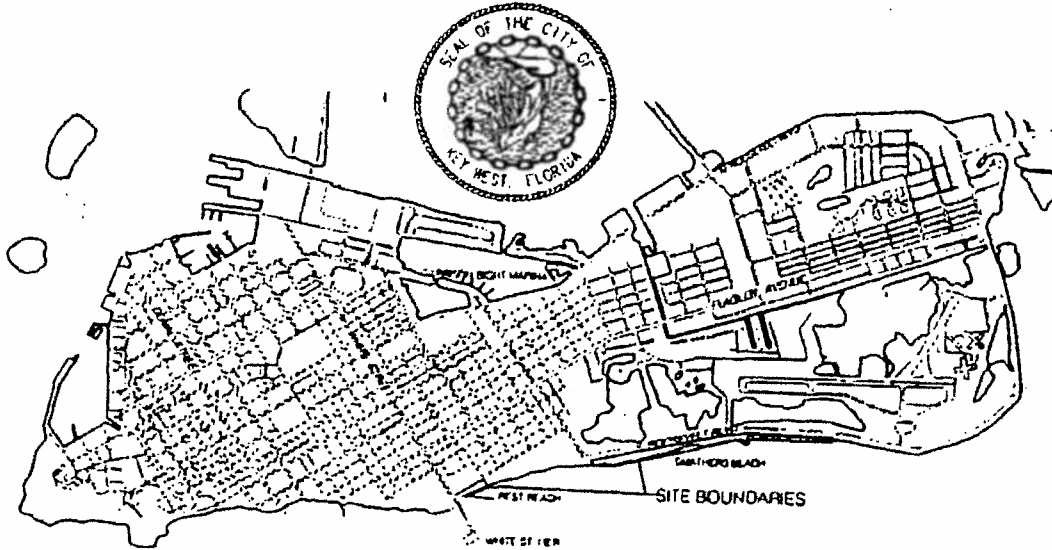
FROM THE DESK OF--  
CHERYL SMITH, CMC  
CITY CLERK  
CITY OF KEY WEST  
525 ANGLA STREET  
KEY WEST, FL 33040  
(305) 292-8193  
Fax: 292-8133

CS/sph  
Bid RFP 012-05 Smathers & Rest Beach Cleaning

**COPY 6**



Prepared for:  
City of Key West



**RESPONSE TO RFP #012-05**

**SMATHERS AND REST**

**BEACH CLEANING**

**Opening Date: 06/08/05**

---

Prepared by:  
Evans Environmental & Geological Science & Management, LLC

ADDENDUM #1

Smathers and Rest Beach Cleaning, RFP # 012-05, Dated May 2005

June 2, 2005

To All Bidders or Proposers:

The following changes and information and/or clarifications are hereby made a part of RFP for Smathers and Rest Beach Cleaning, RFP # 012-05 as fully as completely as if the same were fully set forth therein:

1. No contractor may use the beach, sand or beach cleaning equipment for advertising or as billboards.
2. Cleaning distances on the drawings at the east end of Smathers Beach are to be changed:
  - a. Change drawing "Sheet 2 of 3" to indicate 150 feet rather than 100 feet, more specifically; remove reference of "100 - feet" and insert "150 - feet".
  - b. Change drawing "Sheet 2 of 3" to indicate 360 feet rather than 200 feet, more specifically; remove reference of "200 ft" and insert "360 ft".
3. The City may repair or remove or cause to be repaired or removed structures on the beach or The City may fill areas or cause areas to be filled adjacent to structures at any time.
4. An additional Mandatory Pre-Bid meeting has been scheduled for all Proposers who failed to attend the May 27, 2005 Pre-Bid meeting that desire to submit proposals. No proposals will be accepted from a firm that has not had a representative attend either Pre-Bid meeting. The mandatory Pre-bid meeting will be held on 6<sup>th</sup> day of June, 2005 at 8:30 A.M. in the First Floor Meeting Room at 525 Angela St., Key West. The meeting will continue with a site visit to the beaches referenced in this document. Attendance during the entire meeting is mandatory for a firm's proposal to be considered responsive. Firms having attended the May 27 Pre-Bid meeting are not required to attend the additional meeting.
5. **Additional unit price items:**

The additional unit price items are required to be submitted. Insert unit price items i, j, and k following the last unit price line item ... "MOT for Trucks entering roadway and partial beach closing

16 Hours \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ "

More specifically add:

... ITEM

<u>EXT.TOTAL</u>	<u>QUAN.</u>	<u>UNIT</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>
------------------	--------------	-------------	-----------------	-------------------

i. Mobilization cost for Dozer for each separate work order

1 Each \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

j. Mobilization cost for Dozer Loader - Caterpillar 950 or equal w/ long pronged 4 yard bucket or standard 4 yard bucket for each separate work order

1 Each \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

k. Mobilization cost for Dump Truck for each separate work order

16 Hours \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

"

**May 27, 2005 Pre - Bid meeting Clarifications:**

This information shall be considered in the submission of proposals for the above Request for Proposals. The information is clarification based on questions and discussion at the pre-bid meeting held on May 27, 2005.

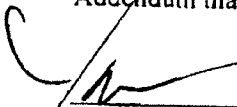
6. Clarification of TRASH to be placed in City of Key West provided dumpsters:
  - a. Trash picked up from the uplands of the beach, trash pails, grassy and dune areas, as well as trash picked from the shoreline for the eastern 360 ft (the area that is not to be cleaned of seaweed.) is to be placed in city provided dumpsters.
  - b. Trash mixed with seaweed is the responsibility of the contractor if the RFP packet proposal forms are used for a proposal. Other proposals may address TRASH and TRASH MIXED WITH SEAWEED in any variety of ways.

7. A Proposer stated some areas of the beach may have rock that will damage equipment, making a full cleaning of "The first 20 feet upland of the shoreline shall be cleaning by mechanical means daily" (page 59 third paragraph). He stated this may also be for Rest Beach "All beach area upland of the shoreline shall be groomed by mechanical means daily" (page 60 third paragraph):
  - a. Should the vendor find that mechanical cleaning of the 20 feet is impossible, or will damage equipment, the Recreation Director may agree to have the area hand raked on the same days, or if infeasible, may allow the contractor to relocate the 20 foot cleaning and grooming based on the blockage, or the Recreation Director may have the offending blockage removed. If an alternative method is used, a written change order for work and/or cost must be initiated within 10 days of the start of work or the initiation of the new method.
  
8. Clarification of mean low water at groins:
  - a. Smathers Beach shall be cleaned to the point of mean low water daily. This includes both sides of each groin. Should the Recreation Director determine heavy equipment is not be able to be used to drive over these areas daily or if rocks prohibit heavy equipment from being used, the areas are to be hand raked, or raked and cleaned by other means ensuring that seaweed and debris that has touched the shoreline from mean low water shoreward is removed daily. If an alternative method is used, a written change order for work and/or cost must be initiated within 10 days of the start of work or the initiation of the new method.
  
9. Clarification regarding the small area of Rest Beach, limiting the type and use of equipment able to clean Rest Beach:
  - a. The selected vendor shall ensure the beach is cleaned from mean high water to the dune plantings daily. It is expected that the vendor will use the selected beach cleaning equipment daily. In areas that the equipment cannot be used the vendor is required to hand rake and groom the beach in those areas daily. Alternative mechanical equipment may be used to augment hand raking and grooming. If an alternative method is used that is not authorized in the contract for work, a written change order for work and/or cost must be initiated within 10 days of the start of work or the initiation of the new method.
  
10. Clarification of "Beach Tech 3000 or equal" (page 61 item number 4. a.):
  - a. The City of Key West is open to receiving an alternative bid for the use of other mechanical Beach Cleaning Machines, and if selected, modifying the requirement for "Groomed – the process of mechanically lifting and sifting sand and replacing it with a consistent pattern throughout the beach to the depth of 5 inches of sand, removing all rocks, debris and trash greater than 1/2 inch in length." (page 61 item 1.10) to read "Groomed – the process of mechanically shifting sand and aligning it with a consistent pattern throughout the beach and to remove all seaweed, rocks, debris and

trash greater than 1/2 inch in length including cigarette butts and bottle caps." Alternate products must be authorized by the City of Key West in the contract for work. Two bids will be required, one for the Beach Tech or equal, and one for the alternate, along with a written explanation of the qualities that make the alternate a more desirable product for City of Key West beaches.

11. Clarification of the Smathers Beach cleaning area:
  - a. The Smathers Beach cleaning area extends east of the eastern most groin to the end of the concrete knee wall (approximately 150 feet from the end of the driveway.)
  - b. The trash only cleaning areas extend from that point in a easterly direction for 360 feet.
12. All meeting attendees were asked if additional time was needed to properly provide proposals. All said no extension of time was needed.
13. A question concerning the use of quantities in PROPOSAL section 4. Add/Alt. (page 22) Prices was raised:
  - a. The quantities *are not* based upon expectations of use. They are based on a two day beach fill project, one tilling project and two day's trash haul 450 miles per day, and 80 hours of miscellaneous seaweed cleanup. These are unit price quantities and any number or no number of hours may be directed during any contract year.
  - b. Mobilization prices for each separate mobilization will be added by this addendum.

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

  
Signature

Evans Environmental & Geological Science & Management, LLC

\_\_\_\_\_  
Name of Business



## TABLE OF CONTENTS

### LETTER OF INTEREST

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#### 3. UNDERSTANDING OF THE PROJECT

#### 4. METHODOLOGY USED FOR THE PROJECT

#### 5. MANAGEMENT PLAN FOR THE PROJECT

#### 6. EXPERIENCE AND QUALIFICATIONS

#### 7. COST PROPOSAL

#### APPENDIX A – EQUIPMENT

#### APPENDIX B – CONTRACT DOCUMENTS VOLUME

*Note: Response to the RFP has been prepared according to Instruction to Proposers, Section 6.C. Special Proposal Requirements/Information Requested from Contractors (pages 11 and 12). The Appendix B includes the contract documents (volume issued by the City of Key West)*



Evans Environmental & Geosciences, LLC

6810 Front Street  
Key West, Florida 33040  
Tel: (800) 486-7458  
Fax: (305) 374-9004

May 31, 2005

Ms. Annalise Mannix-Lachner  
Utilities Department  
City of Key West  
525 Angela Street, P.O.Box 1409  
Key West, FL 33041

**Subject: Response to Invitation to Bid for Smathers and Rest Beach Cleaning - RFP # 012-05**

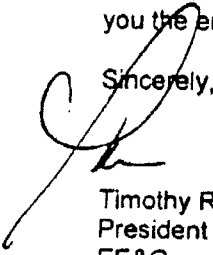
Dear Ms. Mannix-Lachner:

Evans Environmental & Geosciences, LLC (EE&G) is pleased to present our bid to the City of Key West to provide Beach Cleaning Services. EE&G is a full service environmental consulting, engineering, and construction firm with an established reputation for providing high quality, superior services to both public entities and the private sector.

EE&G has maintained an office in Stock Island for the past 10 years, and has been very active with contracts with Monroe County Public Works department and the Monroe County School Board. We are a local Key West firm.

We are confident that our successful experience with similar contracts uniquely qualifies EE&G to provide the highest environmental services to the City. We encourage you to contact our references included in our experience descriptions. We are confident this will demonstrate to you the enthusiasm and dedication we have in providing our clients quality service.

Sincerely,



Timothy R. Gipe  
President  
EE&G

TRG





SMATHERS AND REST BEACH CLEANING  
RFP # 012-05

---



1. FORMS

NOTE TO PROPOSER: Use Dark BLUE ink for completing this Proposal form.

**PROPOSAL**

To: City Clerk  
The City of Key West, Florida

Address By Carrier: 525 Angela Street, P.O. Box 1409  
Key West, Florida 33041

Address by USPS: PO Box 1409  
Key West Fl 33041-1409

Project Title: SMATHERS AND REST BEACH CLEANING CONTRACT

RFP No.: 012-05

Proposer's contact for additional information on this Proposal:

Name: Timothy Gipe

Title: President

Telephone: ( 305 ) 374-8300

E-Mail Address: tgipe@eeandg.com

**PROPOSER'S DECLARATION AND UNDERSTANDING**

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

The Proposer further declares that he has carefully examined the Contract Documents for the project, that he has personally inspected the site, that he has satisfied himself as to the quantity of work involved, including materials and equipment, and conditions of work involved, including the fact that the description of the work, as included herein, is brief and is intended only to indicate the general nature of the work and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Proposer further agrees that he has exercised his own judgment regarding the volume of weed wrack, surface and subsurface information and has utilized all data, which he believes pertinent from the Owner, and other sources in arriving at his conclusions.

The Proposer acknowledges that placement of seaweed by any means in to the waters is a violation of Florida Administrative code.

#### CONTRACT EXECUTION AND BONDS

The Proposer agrees that if this Proposal is accepted, he will, within 10 business days after Notice of Award, sign the Contract negotiated based on the selected proposal in the form annexed hereto, and will at that time, deliver to the Owner evidence of holding required licenses and certificates, and will, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means to do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

#### CERTIFICATES OF INSURANCE

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

#### START AND END OF CONTRACT TIME

The Proposer further agrees to begin work within ten (10) days of receipt of a Notice to Proceed.

This Contract will automatically expire and be terminated Five (5) years from the date of Notice to proceed if a mutual agreement for a Three (3) year extension cannot be reached and authorized by City Commission Resolution.

#### ADDENDA

The Proposer hereby acknowledges that he has received Addenda No's. 1 \_\_\_\_\_

(Proposer shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Proposer further agrees that his Proposal(s) includes all impacts and consequences resulting from said addenda. Addenda will be available on Demand Star by Onvia.

#### SALES AND USE TAXES

The Proposer agrees that all federal, state, and local sales and use taxes are included in the stated prices for the work.

#### ANNUAL LUMP SUM PRICE

The Proposer further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following lump sum and unit price amounts, it being expressly understood that the lump sum price is independent of the exact quantities involved. The Proposer agrees that the lump sum represents a true measure of the labor and materials required to perform the work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of a discrepancy, the amount shown in words shall govern.

#### CONSUMER PRICE INDEX ADJUSTMENT TO THE LUMP SUM PRICE

The lump Sum shall be adjusted on the Notice to Proceed Date of each calendar year after the Commencement, in a manner consistent with the provisions of this section.

Effective on the anniversary of the Notice to Proceed the Contractor may petition the Owner for an adjustment to the Lump Sum to account for changes in the CPI; however, the CPI adjustment shall not exceed five percent (5 %) in any twelve (12) month period. If a CPI adjustment would exceed five percent (5 %), but for the provisions of the preceding sentence, the Lump Sum shall be increased by five percent (5 %) at that time and the Contractor shall be entitled to receive the additional CPI increase (i.e., the amount that exceeds five percent) when the Lump Sum is adjusted the next year, provided the total CPI adjustment never exceeds five percent (5 %) in any twelve (12) month period. If this Contract is terminated by either party for any reason the Owner shall have no obligation to pay damages or otherwise compensate the Contractor for any previously unpaid CPI adjustment.

"CPI" = the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, for all items in the national urban category

**The proposal forms for beach cleaning contains separate options. The City is seeking bids on the items listed in the Proposal Documents. In addition it is seeking alternative proposals from any Proposer. The Proposer may respond to all ITEMS, but must respond to ITEM 4. The Owner, however, reserves the right to award all or part of any of the proposed options in the event of budgetary limitations or unbalanced line items. It is expected that the Proposers bid on all items and the proposal that in the Owner's sole and absolute judgment will best serve the best interest of the Owner will be awarded the entire contract.**

#### PROPOSAL FORMS

The proposal format below is the first yearly cost (initial cost) for a 5-year contract. The selected option multiplied by 5 is the total cost of the contract. Any additional costs due to CPI will be made by future change orders.

- 1. OPTION # 1      Clean beach, in conformance with specifications and contract documents, once per day for One (1) year, and dispose of material properly in a FDEP licensed disposal site.\***

**a. Smathers Beach**

**Four Hundred Eighty Three Thousand, Three Hundred Sixty Nine Dollars and Sixty Cents**

(words)

**\$ 483,369.60**

(figure)

**b. Rest Beach**

**One Hundred Thousand, Seven Two Hundred Dollars**

(words)

**\$ 100,702.00**

(figure)

**TOTAL Five Hundred Eighty Four Thousand, Seventy One Dollars and Sixty Cents**

**\$ 584,071.60**

(figure)

\* If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

**2. OPTION # 2** Clean beach, in conformance with specifications and contract documents, once per day for One (1) year, and properly haul material to a FDEP licensed transfer facility within 12 miles of the beach sites, as directed by the Owner; disposal tipping costs will be paid by the Owner. (The existing site at which the City would request the disposal to be made is on College Road, Stock Island. It is expected that a new facility will be completed in December 2006 and disposal would be relocated to that facility.) \*

**a. Smathers Beach**

**Four Hundred Twenty Four Thousand, Five Hundred Thirty Six Dollars**

(words)

**\$ 424,536.00**

(figure)

b. Rest Beach

Eighty Eight Thousand, Four Hundred Forty Five Dollars      \$ 88,445  
(words)      (figure)

**TOTAL**      Five Hundred Twelve Thousand, Nine Hundred Eighty One Dollars      \$ 512,981  
(Amount written in words has precedence)      (figure)

\* If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

**3. OPTION # 3**      Clean beach, in conformance with specifications and contract documents, once per day for One (1) year, and properly haul material to a dumpster within 4,000 feet of either beach site, as directed by the Owner; dumpster disposal costs will be paid by the Owner.\*

a. Smathers Beach

Four Hundred Twenty Six Thousand, Seven Hundred Fifty Three Dollars and Sixty Cents      \$ 426,753.60  
(words)      (figure)

b. Rest Beach

Eighty Eight Thousand, Nine Hundred Seven Dollars      \$ 88,907  
(words)      (figure)

**TOTAL**      Five Hundred Fifteen Thousand, Six Hundred Sixty Dollars and Sixty Cents      \$ 515,660.60  
(Amount written in words has precedence)      (figure)

\* If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

4. Add/Alt Unit Prices (Items to be issued by work order at the discretion of the Owner.)

ITEM

	<u>QUAN.</u>	<u>UNIT</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	<u>EXT.TOTAL</u>
a. Additional cost per mile to haul trash and seaweed for distances over 12 miles if contract for disposal 12 miles and under is executed.					
	900	Mile	\$ 3.99	Three Thousand Five Hundred Eighty Seven	\$ 3,587
b. Tilling Smathers Beach (by experienced beach tilling firm after beach as directed by Engineer)					
	1	Each	\$ 6,300	Six Thousand Three Hundred	\$ 6,300
c. Dozer					
	16	Hours	\$ 131.22	Two Thousand Ninety Nine Dollars/ Fifty Cents	\$ 2,099.50
d. Loader - Caterpillar 950 or equal w/ long pronged bucket					
	80	Hours	\$ 111.88	Eight Thousand Nine Hundred Fifty	\$ 8,950
e. Dump Truck (15 cy)					
	80	Hours	\$ 45	Three Thousand Six Hundred	\$ 3,600
f. Operator					
	96	Hours	\$ 34	Three Thousand Two Hundred Sixty Four	\$ 3,264
g. Laborer / Flagman					
	96	Hours	\$ 23	Two Thousand Two Hundred Eight	\$ 2,208

MOT for Trucks entering roadway and partial beach closing

16 Hours \$ 45 Seven Hundred Twenty \$ 720

More specifically add:

... ITEM

<u>QUAN.</u>	<u>UNIT</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>
--------------	-------------	-----------------	-------------------

EXT. TOTAL

i. Mobilization cost for Dozer for each separate work order

1	Each	\$ 119	One Hundred Nineteen	\$ 119
---	------	--------	----------------------	--------

j. Mobilization cost for Dozer Loader - Caterpillar 950 or equal w/ long pronged 4 yard bucket or standard 4 yard bucket for each separate work order

1	Each	\$ 133	One Hundred Thirty Three	\$ 133
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k. Mobilization cost for Dump Truck for each separate work order

\$84 Each

16	Hours	\$ 84	One Thousand Three Hundred Forty Four	\$ 1,344
----	-------	-------	---------------------------------------	----------



## OPTION 1 A - BARBER

1. a. Smathers Beach

Four Hundred Sixty Two Thousand, Nine Hundred Seventy Four Dollars and Forty Cents

(words)

\$ 462,974.40

(figure)

b. Rest Beach

Ninety Six Thousand Four Hundred Fifty Three

(words)

\$ 96,453

(figure)

**TOTAL** Five Hundred Fifty Seven Thousand, Four Hundred Twenty Seven Dollars and Forty Cents

\$ 557,427.40

(figure)

\* If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

## 2A

2. **OPTION # 2** Clean beach, in conformance with specifications and contract documents, once per day for One (1) year, and properly haul material to a FDEP licensed transfer facility within 12 miles of the beach sites, as directed by the Owner; disposal tipping costs will be paid by the Owner. (The existing site at which the City would request the disposal to be made is on College Road, Stock Island. It is expected that a new facility will be completed in December 2006 and disposal would be relocated to that facility.) \*

a. Smathers Beach

Four Hundred Four Thousand, One Hundred Forty Dollars and Eighty Cents

(words)

\$ 404,140.80

(figure)

**b. Rest Beach**

Eighty Four Thousand, One Hundred Ninety Six Dollars      \$ 84,196  
(words)      (figure)

**TOTAL**      Four Hundred Eighty Eight Thousand, Three Hundred  
Sixty Six Dollars and Eighty Cents      \$ 488,366.80  
(Amount written in words has precedence)      (figure)

\* If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

**3A**

**3. OPTION # 3**      Clean beach, in conformance with specifications and contract documents, once per day for One (1) year, and properly haul material to a dumpster within 4,000 feet of either beach site, as directed by the Owner; dumpster disposal costs will be paid by the Owner.\*

**a. Smathers Beach**

Four Hundred Six Thousand, Three Hundred Fifty Eight Dollars  
and Forty Cents      \$ 406,358.40  
(words)      (figure)

**b. Rest Beach**

Eighty For Thousand, Six Hundred Fifty Eight Dollars      \$ 84,658  
(words)      (figure)

**TOTAL**      Four Hundred Ninety One Thousand, Sixteen Dollars and  
Forty Cents      \$ 491,016.40  
(Amount written in words has precedence)      (figure)

\* If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

4. Add/Alt Unit Prices (Items to be issued by work order at the discretion of the Owner.)

ITEM	QUAN.	UNIT	UP (Fig)	UP (Words)	EXT. TOTAL
a. Additional cost per mile to haul trash and seaweed for distances over 12 miles if contract for disposal 12 miles and under is executed.	900	Mile	\$ 3.99	Three Thousand Five Hundred Eighty Seven	\$ 3,587
b. Tilling Smathers Beach (by experienced beach tilling firm after beach as directed by Engineer)	1	Each	\$ 6,300	Six Thousand Three Hundred	\$ 6,300
c. Dozer	16	Hours	\$ 131.22	Two Thousand Ninety Nine Dollars/ Fifty Cents	\$ 2,099.50
d. Loader - Caterpillar 950 or equal w/ long pronged bucket	80	Hours	\$ 111.88	Eight Thousand Nine Hundred Fifty	\$ 8,950
e. Dump Truck (15 cy)	80	Hours	\$ 45	Three Thousand Six Hundred	\$ 3,600
f. Operator	96	Hours	\$ 34	Three Thousand Two Hundred Sixty Four	\$ 3,264
g. Laborer / Flagman	96	Hours	\$ 23	Two Thousand Two Hundred Eight	\$ 2,208

MOT for Trucks entering roadway and partial beach closing  
 16 Hours \$ 45 Seven Hundred Twenty \$ 720

More specifically add:

... ITEM

	<u>QUAN.</u>	<u>UNIT</u>	<u>UP (Fig)</u>	<u>UP (Words)</u>	
<u>EXT. TOTAL</u>					

i. Mobilization cost for Dozer for each separate work order

1	Each	\$	119	One Hundred Nineteen	\$	119
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j. Mobilization cost for Dozer Loader - Caterpillar 950 or equal w/ long pronged 4 yard bucket or standard 4 yard bucket for each separate work order

1	Each	\$	133	One Hundred Thirty Three	\$	133
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k. Mobilization cost for Dump Truck for each separate work order *\$84 Each*

16	Hours	\$	84	One Thousand Three Hundred Forty Four	\$	1,344
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EE&G

Evans Environmental & Geosciences, LLC

14505 Commerce Way, Suite 400  
Miami Lakes, Florida 33016

November 9, 2004

To Whom it may concern:

After much research, we at EE&G have determined that the Barber 600HD is best suited to deal with the Key West beaches.

We have spoken with Randy Sterling and both agreed that the Barber machine is acceptable.

Thomas Blount EE&G



Randy Sterling City of Key West Recreation Director.

## EXECUTIVE SUMMARY

Date: July 12, 2005  
To: David Fernandez, Utilities Director  
Cc: Harold Wheeler, TDC  
From: Annalise Mannix-Lachner, City Stormwater Engineer  
Subject: Award the Smathers & Rest Beach Cleaning Request for Proposals (RFP 012-05) to Evans Environmental & Geosciences (EE&G), LLC, and direct staff to negotiate a contract for services for 5 years with an option for an additional three.

### Project Issue

On June 8, 2005 two proposals were opened for a five-year contract with an option for a three year extension for the Smathers & Rest Beach Cleaning project. Robbie's Safe Harbor Marine Enterprises bid \$332,000 for beach cleaning; that bid was considered non responsive. EE&G bid \$557,427.40 for a through proposal. This bid price was within the engineers cost estimate.

The cost to the City of Key West of maintaining both Smathers and Rest beaches without including a seaweed removal contract averages \$215,000 annually. This pays for maintenance staff, supplies, miscellaneous contracts, etc. That makes the total cost of beach maintenance this year \$780,000. The city has applied for a TDC grant to assist in funding the project. We have requested \$380,000 to match the city's contribution of \$380,000. The TDC funds will be available October 1, 2005.

### Financial Impact

The city of Key west match has been placed in the 2006 budget sales surtax fund. The City of Key West will invoice the TDC for reimbursement after paying each monthly invoice from the contractor. Typically the city will be out of pocket \$31,666 monthly awaiting TDC reimbursement.

If the beach is not cleaned in compliance with the contract the TDC will not reimburse the City.

### Options

1. Award the RFP and allowing for negotiation of an acceptable contract to be authorized by Commission.
2. Do not award the RFP and have no beach cleaner for the new year
3. Re bid the project and most likely obtain higher prices.

4. Do the beach cleaning in-house.

#### **Advantages / Disadvantages**

The advantage to awarding the contract to EE&G is that it is a competitive price with specified equipment and disposal, they are a local bidder and they were the low bidder. The equipment specified in the contract documents will take 45 to 60 days for delivery, award now will allow for a contract that allows receipt of equipment by September 30, 2005.

There are no disadvantages to awarding the contract to Evans Environmental & Geosciences, LLC.

#### **Recommendations**

Award the Smathers & Rest Beach Cleaning Request for Proposals (RFP 012-05) to Evans Environmental & Geosciences (EE&G), LLC, and direct staff to negotiate a contract for services for 5 years with an option for an additional three years.

P.O. 51760

RESOLUTION NO. 05-248

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF EVANS ENVIRONMENTAL GEOSCIENCES, LLC FOR BEACH CLEANING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT; PROVIDING A CONDITION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Evans Environmental & Geosciences, LLC ("EE & G") was recommended by City staff as the most responsive, responsible bidder to a City of Key West Request for Proposals for the daily cleaning of Smathers and Rest Beaches; and

WHEREAS, staff's recommendation is to accept EE & G's Option 1A for scope of services and price in an amount not to exceed \$557,427.40;

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

Section 1: That the bid of EE & G is hereby awarded for the cleaning of Smathers and Rest Beaches.

Section 2: That the City Manager is hereby authorized to negotiate and execute a 5-year contract, with a 3-year option, with the price not to exceed \$557,420.40, as adjusted annually consistent with the terms of the RFP and bid.



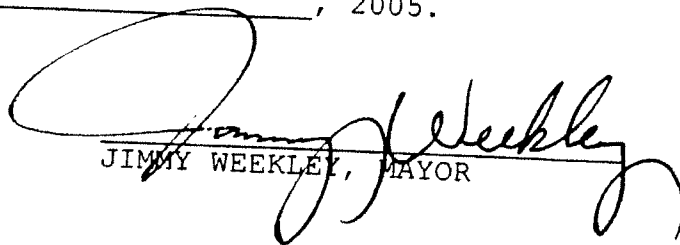
Section 3: That the award of bid is conditioned upon approval of the City of Key West's application for a grant of funds to the Tourism Development Council.

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 21 day of July, 2005.

Authenticated by the presiding officer and Clerk of the Commission on July 21, 2005.

Filed with the Clerk \_\_\_\_\_, 2005.

  
JIMMY WEEKLEY, MAYOR

ATTEST:

  
CHERYL SMITH, CITY CLERK

CONTRACT

This Contract, made and entered into this 24 day of August, 2005

by and between the City of Key West, hereinafter called the "Owner", and Evans Environmental & Geological Science & Management, LLC

hereinafter called the "Contractor"; WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for SMATHERS AND REST BEACH CLEANING, RFP# 012 - 05, Key West, Florida, as contained in Option 1 A - Barber of the Contractor's Proposal, dated the 6th day of June, 2005, all in full compliance with the Contract Documents referred to herein.

The PROPOSAL REQUIREMENTS, including the signed copy of the accepted Proposal, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, dated May 2005, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

The Contractor's Proposal Option 1 A - Barber (exhibit 1) and Proposal Addendum 1 Price Schedule (exhibit 2) and Item 4 Add/Alt Unit Prices (exhibit 3) are hereby incorporated by reference and made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount submitted in the Proposal as adjusted in accordance with the Contract Documents and to make such payments in the manner and at the times provided in the Contract Documents. The parties expressly agree herein that the cost amount contained in the Contractor's Proposal as referenced herein above shall be reduced in the amount of \$12,000.00, as provided for on addendum 2, which is attached hereto and incorporated by reference (exhibit 4).

The Contractor agrees to complete the work on a daily basis as specified in the Contract Documents and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or workmanship performed under this Contract during the contract period, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

If Contractor fails to begin the work on the day performance is to begin, or fails to perform the work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the work, or shall perform the work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing to Contractor (and its surety if applicable) of such delay, neglect or default, specifying the same. If Contractor, within a period of five (5) calendar days after such notice, shall not proceed in accordance therewith, then Owner may upon written certificate from Engineer of the fact of such delay, neglect or default and Contractor's failure to comply with such notice, terminate the services of Contractor, exclude Contractor from the work site and take the prosecution of the work out of the hands of Contractor. In such case, Contractor shall not be entitled to receive any further payment. In addition Owner may enter into an agreement for the completion of the work according to the terms and provisions of the Contract Documents, or use such other methods as in Owner's sole opinion shall be required for the completion of the work according to the terms and provisions of the Contract Documents, or use such other methods as in Owner's sole opinion shall be required for the completion of the work in an acceptable manner. All damages, costs and charges incurred by Owner, together with the costs of completing the work, shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by Owner shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Owner the amount of said excess.

Services under this Contract will begin within ten (10) days of receipt of a Notice to Proceed and will end five (5) years from the Notice to Proceed unless otherwise modified in writing.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

24 day of AUGUST, 2005.

CITY OF KEY WEST

By [Signature]

Title CITY MANAGER

CONTRACTOR

By [Signature]

Title Timothy R. Gye, PRESIDENT

• \* \* \* \* \*

Page 3 of 3

RFP 012-05

3

SMATHERS AND REST BEACH  
CLEANING

CONTRACT

356

## OPTION 1 A - BARBER

1. a. Smathers Beach

Four Hundred Sixty Two Thousand, Nine Hundred Seventy Four Dollars and Forty Cents

(words)

\$ 462,974.40

(figure)

b. Rest Beach

Ninety Six Thousand Four Hundred Fifty Three

(words)

\$ 96,453

(figure)

**TOTAL** Five Hundred Fifty Seven Thousand, Four Hundred Twenty Seven Dollars and Forty Cents

\$ 557,427.40

(figure)

\* If work is not performed for any reason the daily cost of cleaning will be deducted from the contract amount and it will be determined by dividing the 1 year lump sum by 365.

## 2A

2. ~~OPTION # 2~~ Clean beach, in conformance with specifications and contract documents, once per day for One (1) year, and properly haul material to a FDEP licensed transfer facility within 12 miles of the beach sites, as directed by the Owner; disposal tipping costs will be paid by the Owner. (The existing site at which the City would request the disposal to be made is on College Road, Stock Island. It is expected that a new facility will be completed in December 2006 and disposal would be relocated to that facility.) \*

a. Smathers Beach

Four Hundred Four Thousand, One Hundred Forty Dollars and Eighty Cents

(words)

\$ 404,140.80

(figure)



Item 4 Add/Alt Unit Prices (exhibit 3)

4. Add/Alt Unit Prices (Items to be issued by work order at the discretion of the Owner.)

ITEM	QUAN.	UNIT	UP (Fig)	UP (Words)	EXT. TOTAL
a. Additional cost per mile to haul trash and seaweed for distances over 12 miles if contract for disposal 12 miles and under is executed.					
	900	Mile	\$ 3.99	Three Thousand Five Hundred Eighty Seven	\$ 3,587
b. Tilling Smathers Beach (by experienced beach tilling firm after beach as directed by Engineer)					
	1	Each	\$ 6,300	Six Thousand Three Hundred	\$ 6,300
c. Dozer					
	16	Hours	\$ 131.22	Two Thousand Ninety Nine Dollars/ Fifty Cents	\$ 2,099.50
d. Loader - Caterpillar 950 or equal w/ long pronged bucket					
	80	Hours	\$ 111.88	Eight Thousand Nine Hundred Fifty	\$ 8,950
e. Dump Truck (15 cy)					
	80	Hours	\$ 45	Three Thousand Six Hundred	\$ 3,600
f. Operator					
	96	Hours	\$ 34	Three Thousand Two Hundred Sixty Four	\$ 3,264
g. Laborer / Flagman					
	96	Hours	\$ 23	Two Thousand Two Hundred Eight	\$ 2,208



Evans Environmental & Geosciences, LLC

6810 Front Street  
Key West, Florida 33040  
Tel: 305-486-7448  
Fax: 305-371-9104

August 8, 2005

Ms. Annalise Mannix-Lachner  
Utilities Department  
City of Key West  
525 Angela Street, P.O. Box 1409  
Key West, FL 33041

Subject: Smathers and Rest Beach Cleaning - RFP # 012-05

Dear Ms. Mannix-Lachner:

Evans Environmental & Geosciences, LLC (EE&G) has recently learned that a performance bond will not be required for this project. Considering this, EE&G will reduce its total bid for the project by \$12,000. This will apply to any of the options the City of Key West selects for performance of the beach cleaning activities.

We look forward to receiving a contract and getting started. Please be advised that upon receipt of an executed contract, we will need approximately 4-6 weeks to procure the equipment necessary to perform this contract as specified.

Please call me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy R. Gipe'.

Timothy R. Gipe  
President  
EE&G

TRG



**CITY OF KEY WEST INDEMNIFICATION FORM**

The Contractor shall indemnify and hold harmless the City of Key West, its officers, employees, directors and agents, from or on account of any injuries or damages, received or sustained by any person, persons, or property during or on account of any operations connected with this contract or by or in consequence of any negligence, excluding sole negligence of the City of Key West, in connection with this contract and its performance ; or by use of any improper account of any act or omission of Contractor or its subcontractors, agents, servants or employees. Contractor agrees to indemnify and hold harmless City, its officers, agents, employees and directors against any claims or liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances, or regulations by Contractor, its subcontractors, agents, servants or employees.

These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, Contractor shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the city of Key West.

The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceedings, or to provide for such defense, at the City of Key West's option, and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by Contractor, or persons employed or utilized by Contractor.

The Contractor's obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this Agreement, or the Contractor's limit of or lack of sufficient insurance protection.

**Evans Environmental & Geological Science & Management, LLC**

CONTRACTOR:

SEAL:

14505 Commerce Way, Suite 400, Miami Lakes, FL 33016

Address

Signature

Timothy Gipe

Print Name

President

Title

DATE:

06/06/05

# ACORD. CERTIFICATE OF LIABILITY INSURANCE

PRODUCER

Hockman Lackey Insurance, Inc.  
3438 Colwell Avenue  
Tampa FL 33614  
Phone: 813-636-4000 Fax: 813-281-1086

OP ID CC  
ECOSG-1

DATE (MM/DD/YYYY)  
08/22/05

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Evans Environmental & Geological Science & Management, LLC  
14505 Commerce Way, Suite 400  
Miami Lakes FL 33016

INSURERS AFFORDING COVERAGE

INSURER	NAIC #
INSURER A: Arch Specialty Insurance	
INSURER B: Bridgefield Employers Ins Co	
INSURER C: Lincoln General	
INSURER D: The Hanover Insurance Co	
INSURER E: United National	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	12EMP4363700	04/02/05	04/02/06	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
C			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Excess Automobile	LGBA100831	05/02/05	05/02/06	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
E			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	XTA0004017	05/02/05	05/02/06	\$1,000,000 CSL \$ \$ \$ \$ \$ \$
			EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				\$ \$ \$ \$ \$ \$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	830-29522 (FLORIDA) 193-00605 (GEORGIA)	10/18/04 10/18/04	10/18/05 10/18/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A			Prof / Poll Liab	12EMP4363700	04/02/05	04/02/06	Per Claim \$ 5,000,000
D			Lease/Rent	RHJ8164753	06/30/05	06/30/06	Limit \$ 550,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Key West, The Monroe County Board of County Commissioners and The Monroe County Tourist Development Council, City Engineers, Their Officers, Agents and Employees shall be named as Additional Insured.

## CERTIFICATE HOLDER

City of Key West  
525 Angela Street  
Key West FL 33040

CITKEYW

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
