

RESOLUTION NO. 10-259

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF
SEAMAR DIVERS, INC. IN THE AMOUNT OF \$4,935.00
PER MOORING FIELD INSPECTION; PROVIDING FOR AN
EFFECTIVE DATE**

WHEREAS, the City of Key West operates a mooring field in Man-of-War Bay, where there is a need for inspections of up to 149 permitted mooring systems on a regular basis, and/or when severe weather or other marine incidents may affect the integrity of the mooring systems;

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

Section 1: That the bid of Seamar Divers, Inc. for mooring field inspections, is hereby awarded at a price of \$4,935.00 per inspection, for a contract term of three years, with a two year option.

Section 2: That the City Manager is hereby authorized to execute on behalf of the City a Contract, upon the advice and consent of the City Attorney, in substantially the form provided for in the Bid Specifications.

Section 3: 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 7th day of September, 2010.

Authenticated by the presiding officer and Clerk of the Commission on September 8, 2010.

Filed with the Clerk September 8, 2010.



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

CONTRACT

This Contract, made and entered into this 27 day of September, 2010, by and between the **City of Key West**, hereinafter called the "Owner", and **Seamar Divers, Inc.** of Miami, FL 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 the PROJECT IB #10-008: MOORING FIELD INSPECTIONS/REPLACEMENTS, to the extent of the Bid made by the Contractor, dated this 6th day of June 2010, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, TECHNICAL SPECIFICATIONS, AND DRAWINGS (if any), which consists of MOORING FIELD INSPECTIONS/REPLACEMENTS 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.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the LUMP SUM BID amount in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified in the Contract, and to accept as full payment hereunder the amounts as determined by the Contract Documents and based on the said Bid.

It is agreed that the Contract, based upon the Bid, shall be fully completed on dates agreed to by the Owner and Contractor as stated in the Notice to Proceed, which will be given within five (5) calendar days following the execution of the contract by the Owner.

This Contract is for a term of three (3) years from the effective date of the Agreement. It is effective when signed by the parties. The parties may renew the Agreement on the same terms and conditions, for an additional two (2) calendar year periods, with an increase negotiated by both parties, if mutually agreed to by CONTRACTOR and by Resolution of the City Commission, prior to the contract expiration. If not renewed prior to the time specified, CITY may proceed to go out for bid for the services.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rate of two hundred fifty dollars (\$250.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

The City has the right to terminate the contract at anytime upon 30-day notification to the contractor.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this
27 day of September 2010.

Attest:

Cheryl Smith
Cheryl Smith, City Clerk

By:

Jim Scholl
Jim Scholl, City Manager
Or Authorized Representative

Contractor: Seamae Divers, Inc.

Witness: [Signature]

By: [Signature]

Print Name: OSCAR LÓPEZ

Print Name: Eloy J. Anaya

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/17/2010

PRODUCER Aon Risk Services Southwest, Inc. Houston TX Office 1330 Post Oak Blvd. Suite 900 Houston TX 77056-3089 USA		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.	
PHONE-(866) 283-7122 FAX-(847) 953-5390		INSURERS AFFORDING COVERAGE	
INSURED Seamar Divers Inc., Seamar Divers International, LLC, Seamar Marine Services, LLC, Seamar Fabrication, Seamar Divers Mexico Int'l, LLC. 13715 North Promenade Blvd Stafford TX 77477 USA		INSURER A: United States Fire Insurance Co.	NAIC # 21113
		INSURER B: Syndicate # 1036 Lloyd's of London	0005FI
		INSURER C: Continental Insurance Company	35289
		INSURER D: Syndicate # 4472 Lloyd's of London	0005FI
		INSURER E: Granite State Insurance Company	23809

Holder Identifier :

Certificate No : 570039221997

COVERAGES SIR applies per terms and conditions of the policy

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. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
C		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ML0872693	01/01/2010	01/01/2011	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____	133 728896 7	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO _____				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY : EA ACC	
						AGG	
D		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$25,000	PP1008018	01/01/2010	01/01/2011	EACH OCCURRENCE	\$9,000,000
						AGGREGATE	
E	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under SPECIAL PROVISIONS below	WC5865297 PP1008017 Maritime EL	01/01/2010 01/01/2010	01/01/2011 01/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate Holder is added as an Additional Insured excluding workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the insured under said contract, and always subject to the policy terms, conditions and exclusions. Waiver of Subrogation is granted in favor of Certificate Holder

CERTIFICATE HOLDER The City of Key West P. O. Box 1419 Key West FL 33041-1409 USA	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 <i>Aon Risk Services Southwest Inc</i>
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CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name SEAMAR DIVERS INC CtINbr:0020102
Location Addr 11379 NW 122 ST
Lic NBR/Class 11-00024740 SERVICE - GENERAL
Issue Date: July 21, 2010 Expiration Date:September 30, 2011
License Fee \$98.70
Add. Charges \$0.00
Penalty \$0.00
Total \$98.70

Comments: COMMERCIAL DIVING SERVICES

This document must be prominently displayed.

SEAMAR DIVERS INC

SEAMAR DIVERS INC
11379 NW 122 ST

MIAMI FL 33178



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3792

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EXECUTIVE SUMMARY

TO: Jim Scholl, City Manager
FROM: Doug Bradshaw, Senior Project Manager
DATE: August 3, 2010
SUBJECT: Award of Bid # IB # 10-008: Mooring Field Inspections/
Replacements to Seamar Divers, Inc. - \$4,935 per Inspection

ACTION STATEMENT:

Award of IB # 10-008: Mooring Field Inspections/Replacements to Seamar Divers, Inc. for a three year term with a two year option beginning October 2010 with a per inspection cost of \$4,935.

BACKGROUND:

The City of Key West operates the mooring field located in Man-of-War Bay, between Sigsbee Park and Fleming Key, also known locally as the Seaplane Basin. The mooring field is permitted for one hundred forty nine (149) mooring systems but is currently comprised of one hundred forty one (141) mooring systems and anchors. The mooring field is intended for recreational and live-aboard vessels not greater than fifty (50) feet in length. The mooring field is managed by the City Marina Supervisor and the City Mooring Field Dockmaster.

To insure functional integrity, the City has chosen to regularly inspect each mooring system in the mooring field every six (6) months or additional inspections may be required due to storm or other events.

On June 23, 2010, the City received bids for IB # 10-008: Mooring Field Inspections/Replacements. The project consist of inspecting all 141 mooring systems, documenting all findings, and full replacement of a damaged or worn rigging with a new one provided by the City. The City will take the damaged or worn rigging and refurbish it.

The following six (6) per inspection bids were received:

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|--|----------------------------|
| 1. American Underwater Contractors, Inc. | \$ 6,873.75/per inspection |
| 2. Industrial Divers Corp, Inc. | \$19,825.00/per inspection |
| 3. Maritime Resources, LLC | \$ 6,909.00/per inspection |
| 4. Seamar Divers, Inc. | \$ 4,935.00/per inspection |

Key to the Caribbean – Average yearly temperature 77° F.

- | | |
|--------------------------------------|----------------------------|
| 5. Tampa Bay Marine, Inc. | \$84,600.00/per inspection |
| 6. Waterfront Property Services, LLC | \$62,604.00/per inspection |

All were considered responsive except for Waterfront Property Services, LLC which did not include a list of at least three (3) years of current or recent projects of similar work.

PURPOSE & JUSTIFICATION:

Inspection of the mooring field allows for identification of any mooring that may be damaged or worn and in need of replacement. Insuring the integrity of each mooring is vital in providing a safe place for mooring of vessels for our visitors or residents.

OPTIONS:

At this point in the process there are two options:

1. Accept the lowest qualified bidder
2. Reject the lowest qualified bidder and select another bidder or readvertise the IB.

ADVANTAGES/DISADVANTAGES

Option 1: Seamar Divers, Inc. has submitted a responsive bid that appears to be reasonable to perform the scope of services. Additionally, Seamar Divers, Inc. has provided repair services in the past to the City and is qualified to perform the inspections.

Option 2: The City could possibly receive a better price to perform the services; however, there appears to be no justification for a rebid.

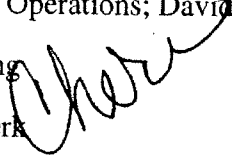
FINANCIAL IMPACT:

The 2010-2011 mooring field budget includes \$24,000 for inspections/replacements.

RECOMMENDATION:

City Staff recommends award of IB # 10-008: Mooring Field Inspections/Replacements to Seamar Divers, Inc. for a three year term with a two year option beginning October 2010 with a per inspection cost of \$4,935.

INTEROFFICE MEMORANDUM

To: Doug Bradshaw, Port Operations; David Hawthorne, Marina Supervisor
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk 
Date: June 25, 2010
Subject: **Mooring Field Inspections / Replacements BID #10-008**

Attached for your review is a copy of the bid opened Wednesday, June 23, 2010 at 3:30 p.m. in response to the above referenced project.

1. American Underwater Contractors
17526 SE Conch Bar Avenue
Tequesta, FL 33469 \$6,873.75
2. Industrial Diverss Corp. Inc.
2640 Arbor Drive
Fort Lauderdale, FL 33312 \$19,825.00
3. Maritime Resources, LLC.
440 Avenue C
Key West, FL 33040 \$6,909.00
4. Seamar Divers, Inc.
11379 NW 122th Street
Miami, FL 33178 \$4,935.00
5. Tampa Bay Marine, Inc.
P.O. Box 250
6912 Ohio Avenue
Gibsonton, FL 33534 \$84,600.00
6. Waterfront Property Services, LLC. Db a Gator Dredging
8440 43rd Street N.
Pinellas Park, FL 33781 \$62,604.00