

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 proiices.

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.

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.

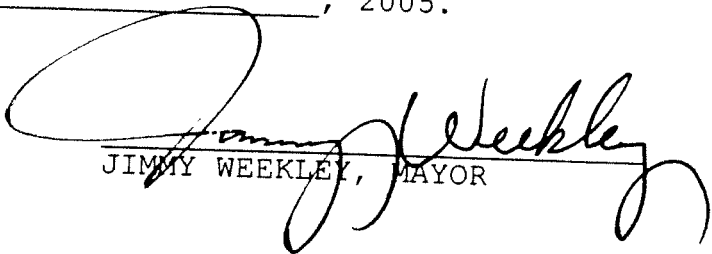
Section 3: That the award of bid is conditioned upon approval of the City of Key West's application for a grant of funds to the Tourism Development Council.

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. Gore, PRESIDENT

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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)

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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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

	<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



Evans Environmental & Geosciences, LLC

6810 Front Street
Key West, Florida 33040
Tel: 305 486 7449
Fax: 305 371-9004

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

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 ADD LTR	INSR	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 GENL 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	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) \$
E		<input checked="" type="checkbox"/> Excess Automobile	XTA0004017 \$1,000,000 CSL	05/02/05	05/02/06	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		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"/> OTHER 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 Limit \$5,000,000 \$550,000
D		Lease/Rent	RHJ8164753	06/30/05	06/30/06	

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

CITKEYW
 City of Key West
 525 Angela Street
 Key West FL 33040

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

[Signature]