

RESOLUTION NO. 16-008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AWARDING THE BID OF SEAMAR DIVERS, INC. IN RESPONSE TO ITB #001-16 IN THE AMOUNT OF \$13,722.90 PER YEAR FOR MOORING FIELD INSPECTIONS (TWO INSPECTIONS AT \$6,861.45 PER YEAR); AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE CONTRACT DOCUMENTS CONTAINED IN ITB #001-16, UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Key West operates a mooring field 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; and

WHEREAS, Seamar Divers, LLC submitted the lowest responsive bid in response to ITB #001-16;

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. in response to ITB #001-16 for mooring field inspections, is hereby awarded at a price of \$13,722.90 per year (\$6,861.45 per inspection), for a contract term of three years with up to two(2) two-year renewals.

Section 2: That the City Manager is authorized to execute a contract in substantial conformance with the contract documents contained in ITB #001-16, upon advice and consent of the City Attorney.

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 5th day of January, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 6th day of January, 2016.

Filed with the Clerk on January 6, 2016.

Mayor Craig Cates	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>


CRAIG CATES, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

TO: Jim Scholl, City Manager

Cc: Greg Veliz, Asst. City Manager – Operations
Sarah Spurlock, Asst. City Manager - Administration
Mark Finigan, Finance Director

FROM: David Hawthorne, Marina Manager

DATE: December 4, 2015

SUBJECT: Mooring Field Inspection/Replacement – Three Year Contract Agreement

ACTION STATEMENT:

Resolution approving the low bidder, Seamar Divers, LLC, for the Key West Mooring Field Inspection/Replacement and authorizing the City Manager to execute a three (3) year contract, subject to City Attorney review, in the amount of \$13,722.90 per year.

BACKGROUND:

Key West Mooring Field is comprised of 149 mooring ground tackle rigs that are in place for customers who have the desire to moor their vessels without utilizing conventional anchoring. The mooring field caters to locals and visitors alike and provides a safe and environmentally conscience way to use near shore resources with least amount of impact on the environment. Mooring field inspections have been occurring within the mooring field since its inception, these inspections help keep the infrastructure in good working order and are vital in minimizing mooring field rig failure while in use. Typically the City Marina conducts two of these inspections annually.

PURPOSE & JUSTIFICATION:

ITB #001-16 Key West Mooring Field Inspection/Replacement was publicly advertised and proposals received by three vendors on November 25, 2015. The bids were to include pricing for bi-annual inspection of 149 mooring ground tackle rigs and replacement of complete rigging, with City supplied rigging, as needed.

All three vendors were deemed responsive to the Invitation to Bid providing all required documentation, submittal requirements and provided the following pricing:

Seamar Divers, LLC	\$13,722.90/yr (\$6,861.45 per inspection)
Underwater Mechanix Services, LLC	\$13,857.00/yr (\$6,928.50 per inspection)
Earthtech Enterprises, Inc.	\$27,800.00/yr (\$13,900 per inspection)

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

EXERCISE SUMMARY

Staff found a discrepancy in Seamar Divers, LLC bid where the unit price did not calculate to the inspection price. Seamar was contact by email for clarification on their inspection price and confirmed \$6,861.45 to be the correct amount. This discrepancy was not a factor in determining low bidder.

Seamar Divers, LLC has, in the past, been awarded contracts for mooring field inspection providing great service that reflects on a low failure rate of equipment in Key West Mooring Field.

OPTIONS:

Option#1– Approve the low bidder, Seamar Divers, LLC, for the Key West Mooring Field Inspection/Replacement and authorizing the City Manager to execute a three (3) year contract in the amount of \$13,722.90/year.

Option #2 – Reject all proposals

FINANCIAL IMPACT:

The City Marina budgeted for this project in account 413-7554-575-3400 Mooring Field Inspections. Upon approval, a purchase order will be issued to Seamar Divers, LLC, in the amount of \$13,673.70. With subsequent purchase orders issued in the amount of \$13,722.90/yr for the contract duration.

RECOMMENDATION:

Staff recommends approving the low bidder, Seamar Divers, LLC, for the Key West Mooring Field Inspection/Replacement and authorizing the City Manager to execute a three (3) year contract in the amount of \$13,722.90/year.

PART 2

CONTRACT FORMS

CONTRACT

This Contract, made and entered into this 18 day of JANUARY 2016,
by and between The City of Key West, hereinafter called the "Owner", and Seamar
Divers, 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:

ITB #001-16: KEY WEST MOORING FIELD INSPECTION/REPLACEMENT

to the extent of the Bid made by the Contractor, dated the 18 day of 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS (Not required as part of this contract), SUMMARY OF WORK, SPECIFICATIONS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

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 bid 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 term of this contract is three (3) years with the requirement of two (2) inspections per year. The contract may be extended for two (2) year terms upon terms and conditions agreed to by both parties.

The Contractor agrees to complete the work for each six (6) month inspection within thirty (30) days and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract during the warranty period after the date of final acceptance of the work by the Owner, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

In the event the Contractor fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at a rate of \$100.00 per day. Sundays and legal holidays shall be included in determining days in default.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

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

15 Day of JANUARY, 2016.

CITY OF KEY WEST

By JK Schall

Title CITY MANAGER

CONTRACTOR

By Eloy J. ANAYA

Title President