



**THE CITY OF KEY WEST (CITY)/
CAROLINA STREET BAHAMA VILLAGE COMMUNITY
REDEVELOPMENT AUTHORITY (CRA)**

Post Office Box 6434
Key West, FL 33041-6434

May 2, 2011

To: All Prospective Bidders

Pursuant to the City of Key West's Code of Ordinances Section 2-769: Invitation to Bid (ITB) , the City of Key West (City)/Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA) is soliciting competitive sealed Bids for the WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT: ITB NO: 11-013 This package contains the following documents.

- a. Bidding Requirements
- b. Contract Forms
- c. Conditions
- d. Scope of Work

Please review your package to ensure it contains all of these documents. If not, contact Sue Snider, City of Key West Purchasing Agent at (305) 809-3815, immediately, to obtain copies of any missing document(s). Please contact Mark Tait, Marina Manager (305) 809-3985 with questions concerning the project.

Firms/corporations submitting a Bid should ensure that the following documents are completed, certified, and returned as instructed: Bid Form, Anti-Kickback Affidavit, Public Entity Crimes Certification, Local Vendor Certification and, past project history.

BID DOCUMENTS

FOR

**WATER TESTING AT KEY WEST BIGHT,
KEY WEST BIGHT FERRY TERMINAL,
AND CITY MARINA AT GARRISON
BIGHT**

CONSISTING OF:

BIDDING REQUIREMENTS
CONTRACT FORMS
CONDITIONS
SCOPE OF WORK

ITB PROJECT #:11-013

PREPARED BY:

THE CITY OF KEY WEST
KEY WEST BIGHT
KEY WEST, FLORIDA

May 2, 2011

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PART 1

BIDDING REQUIREMENTS

INFORMATION TO BIDDERS

SUBJECT: INVITATION TO BID NO. 11-013: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT

ISSUE DATE: May 2 2011

PRE BID CONFERENCE: N/A

MAIL BIDS TO: CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040

DELIVER BIDS TO: SAME AS ABOVE

BIDS MUST BE
RECEIVED: June 1, 2011

NOT LATER THAN: 3:00 P.M. LOCAL TIME

SUE SNIDER
PURCHASING AGENT
CITY OF KEY WEST

ses

Enclosures

INVITATION TO BID

Sealed Bids addressed to the City of Key West (City)/Carolina Street Corridor and Bahama Village Community Redevelopment Agency (CRA), for the Invitation to Bid (ITB) # 11-013: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT will be received at the office of the City Clerk, City of Key West, Florida, until 3:00 p.m., local time, on June 1, 2011 and then will be publicly opened and read. Any Bids received after the time and date specified will not be considered.

The project contemplated consists of providing all equipment, labor, and materials necessary to accomplish the following:

- Sampling and Analyses of water and sediment samples at Key West Bight/Key West Bight Ferry Terminal
- Alternative water/soil sampling events at City Marina at Garrison Bight

Drawings and Specifications may be obtained from DemandStar by Onvia or from the City of Key West website (www.keywestcity.com). Please contact DemandStar at www.demandstar.com or call 1-800-711-1712.

Each Bid must be submitted on the prescribed forms and accompanied by Bid security. Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state in an amount not less than five percent of the amount of the Bid or BID. Performance and Payment Bonds are not required as part of this contract.

One (1) original, one (1) copy, and 2 CD copies or flash drives in PDF format of the Bid are to be submitted in two sealed envelopes, one within the other, clearly marked on the outside "ITB #11-013: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT", and addressed to the City Clerk.

Bidders must hold and furnish documentation of all State of Florida licenses, certifications, registrations or competency cards required in order to Bid and perform the work specified herein.

The successful Bidder will be required to show that he/she is in compliance with the provisions of Chapter 66 of the Code of Ordinances of the City of Key West within 10-days of Notice of Award. The successful Bidder must demonstrate that he/she holds, as a minimum, the following licenses and certificates:

- A. City of Key West License as defined in the Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. A valid Certificate of Competency issued by the Chief Building Official of the City of Key West, which shall be valid throughout the contract time.
- C. A valid Business Tax Receipt issued by the City of Key West.

All Bid bonds, insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or insurance company having his/her place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or insurance company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the Owner will conduct such investigation as is necessary to determine the performance record and ability of the apparent lowest, qualified Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the Owner to evaluate the Bidder's qualifications.

For information concerning the proposed work, or for appointment to visit the site of the proposed work, contact Mark Tait, Marina Manager at (305) 809-3985 or email at mtait@keywestcity.com.

Prior to award by the City/CRA the successful Bidder must be able to prove that Bidder held State Licenses prior to submittal of Bid as would be required to perform work herein. Within 10-days after issuance of the Notice of Award, the successful Bidder must be able to prove that Bidder holds City Licenses as would be required to perform work herein. Any permit and/or license requirement and subsequent costs are located within the Bid document. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage, and legal requirements as may be demanded in Bid. The City/CRA may reject Bids: (1) for budgetary reasons, (2) if the Bidder misstates or conceals a material fact in its Bid, (3) if the Bidder does not strictly conform to the law or is non-responsive to Bid requirements, (4) if the Bid is conditional, (5) if a change of circumstances occurs making the purpose of the Bid unnecessary or (6) if such rejection is in the best interest of the City/CRA. The City/CRA may also waive any minor informalities or irregularities in any Bid.

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS **FORMAT**

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the project.

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

DOCUMENT INTERPRETATION

The separate sections contained within these Contract Documents are intended to be mutually cooperative and to provide all details reasonably required for the execution of the proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Project Manager, in writing, at least ten (10) calendar days prior to the Bid opening, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, in the form of addenda to the Documents which will be furnished through DemandStar to all registered holders of the Contract Documents. Bidders shall submit with their Bids, or indicate receipt of, all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

2. DESCRIPTION OF THE PROJECT

The work to be completed for this project can be found in Section 4. The Bidder will be required to complete all work as specified.

3. QUALIFICATION OF CONTRACTORS

Bidders must hold all licenses, certifications, registrations or competency cards required by Florida Statute and local ordinances in order to perform the work specified herein.

4. BIDDER'S UNDERSTANDING

Each Bidder must inform him/herself of the conditions relating to the execution of the work, and it is required that he/she will inspect the site(s) and make himself/herself thoroughly familiar with the Bid Documents. Failure to do so will not relieve the successful Bidder of his/her obligation to enter into a Contract and complete the

contemplated work in strict accordance with the Bid Documents. It shall be the Bidder's obligation to verify for himself and to his complete satisfaction all information concerning site and construction or worksite conditions.

The Owner will make available to prospective Bidders upon request and at the office of the Project Manager, prior to Bid opening, any information that he/she may have as to conditions at the worksites.

Investigations conducted by the Project Manager of any locations were made for the purpose of study and design, and the Project Manager assumes no responsibility whatever in respect to the sufficiency or accuracy of data or other investigations that have been made, or of the interpretations made thereof, and there is no warranty or guaranty, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur.

Copies of any existing documents regarding the work sites can be viewed at the City offices of Port Operations, 201 William Street, and any that are made available shall not be considered a part of the Contract Documents, said documents are made available only for the convenience of the Bidders.

Information derived from Drawings showing location of utilities and structures will not in any way relieve the contractor from any risk, or from properly examining the site and making such additional investigations as he/she may elect, or from properly fulfilling all the terms of the Contract Documents.

Each Bidder shall inform him/herself of, and the Bidder awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects. Performance and Payment Bonds are not required as part of this contract.

5. TYPE OF BID

A. LUMP SUM

The Bid for the work is to be submitted on a LUMP SUM basis. LUMP SUM prices shall be broken down on a unit price basis for each part of the project in the Bid and a Schedule of Values shall be included with the Bid. The total amount to be paid the Contractor shall be the amount of the Lump Sum Bid as adjusted for additions or deletions in number of units and/or resulting from Owner authorized changes in the project or by actual number of units used in construction. The owner reserves the right to

enter into a contract for all or portions of the project and to adjust the final Lump Sum accordingly.

B. PREPARATION OF BIDS

GENERAL

All blank spaces in the Bid form must be filled in, as required, in BLACK INK or TYPED. All price information will be shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between amounts stated in writing and the amounts stated in figures.

Any Bid shall be deemed informal, which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published ITB.

Bidders shall not submit unbalanced Bids as requested in the breakdown of Bids.

Only one (1) Bid from any individual, firm, partnership, or corporation under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one (1) Bid for work contemplated, all Bids in which such Bidder is interested will be rejected.

SIGNATURE

The Bidder shall sign his/her Bid in the blank space provided therefore. If Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign Contracts on behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power of attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid, otherwise the Bid will be regarded as not properly authorized.

SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, CODES, ORDINANCES, PERMITS, and LICENSES.

ATTACHMENTS

Bidder shall complete and submit the following forms with his Bid or as otherwise identified in the Bid document:

- Bid Form including detail schedule of values,
- Sworn statement under section 287.133(3)(a) Florida Statutes, on public entity crimes,
- Anti-Kickback Affidavit
- Local Vendor Certification
- At least three (3) years of current or recent projects of similar work shall be provided (dates of works and contacts shall be included),
- A description of any previous or existing legal action against the Bidder within the past three (3) years. If none, Bidder shall state this fact in writing.
- **New item:** All Bidders shall include with their Bid package their complete Bid on a CD or flash drive in PDF format (two CDs or flash drives are required with the Bid)

Note: if any of the items above or as required in other parts of the document are not included in the Bid, the Bid will be considered nonresponsive and therefore will be rejected unless City Commission directs otherwise.

7. STATE AND LOCAL SALES AND USE TAX

The Owner is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, the Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes unless stated differently in these documents. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BIDS

All Bids must be submitted not later than the time prescribed, at the place, and in the manner set forth in the ITB. Bids must be made on the Bid forms provided herewith.

Each Bid must be submitted in two sealed envelopes, one within the other, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the ITB. One original, one copy, and 2 CD copies or flash drives are required.

9. MODIFICATIONS OR WITHDRAWAL OF BIDS

Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for the receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telephone, fax, or email. If by telephone, fax, or email, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set

for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid. No Bid may be withdrawn after the time scheduled for the opening of Bids, unless the time specified in paragraph 12, AWARD OF CONTRACT, in these Instructions to Bidders shall have elapsed.

10. BID SECURITY

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized copy of his/her power-of-attorney as evidence of his/her authority to bind the certification by a resident agent shall also be provided.

Bid or BID security shall be by cash, by certified or cashier's check, by a Bid bond or an irrevocable letter of credit made payable to the city and provided by a surety company authorized to do business as a surety in the state.

11. RETURN OF BID SECURITY

Within fifteen (15) days after the award of the Contract or at the discretion of the Project Manager, the Owner will return the Bid securities to all Bidders whose Bids are not to be further considered in awarding the Contract. Retained Bid securities will be held until the Contract has been finally executed, after which all Bid securities, other than Bidder's Bonds and any guarantees which have been forfeited, will be returned to the respective Bidders whose Bids they accompanied.

12. AWARD OF CONTRACT

Within ninety (90) calendar days after the opening of the Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest, responsive, qualified Bidder to sign the Contract and provide acceptable insurance certificate(s), the Owner may award the Contract to the next lowest, responsive, qualified Bidder. Such award, if made, will be made within ninety (90) days after the opening of the Bids.

Bid Award will be the date of the Notice of Award letter. Any permit and/or license requirement and subsequent costs are located within the documents. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Bid in question. The Owner reserves the right to reject any and/or all Bids because of irregularities or due to budgetary considerations, to waive irregularities or informalities in any or all Bids, and to accept any Bid that the CITY OF KEY WEST deems to be in the best interest of the Owner.

13. BASIS OF AWARD

The Owner on the basis of that Bid will make the award from the lowest, responsive, qualified Bidder that in the Owner's sole and absolute judgment will serve the best interests of the Owner.

If at the time this Contract is to be awarded, the total of the lowest acceptable Bid exceeds the funds then estimated by the Owner as available, the Owner may reject all Bids or take such other action as best serves the Owner's interest.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within ten (10) working days after receiving notice of award, sign and deliver to the Owner the Contract together with the acceptable insurance certificates as required in these Documents. Within ten (10) working days after receiving the signed Contract, with acceptable insurance from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. FAILURE TO EXECUTE CONTRACT AND FURNISH BONDS

The Bidder who has a contract awarded to him/her and who fails to promptly and properly execute the contract shall forfeit the Bid security that accompanied his Bid, and the Bid security shall be retained as liquidated damages by the Owner, and it is agreed that said sum is a fair estimate of the amount of the damages the Owner will sustain in case the Bidder fails to enter into a Contract or furnish the required bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirements as a Bid Bond. Performance and Payment Bonds are not required as part of this contract.

16. PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform on site and with his/her own organization, labor equivalent to at least forty (40) percent of the total amount of the work to be performed under this Contract. If, during the progress of the work hereunder, the Contractor requests a reduction of such percentage, and the Project Manager determines that it would be to the client's advantage, the percentage of labor to be performed by the Contractor's own organization may be reduced; provided prior written approval of such reduction is obtained by the Contractor from the Project Manager.

17. TERM OF CONTRACT

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

18. PAYMENT TERMS

The Contractor will bill the City after completion of testing and presentation of test results to the City. Terms of payment will be a maximum of 45 days from receipt of

invoice. The Contractor may bill the City on a more frequent basis if agreed upon by the Project Manager. The Contractor may also bill the City for materials on site once proof of delivery and storage is provided.

19. LICENSES, PERMITS, AND FEES

The Contractor is responsible for identifying, obtaining and paying for all licenses and permits from Federal, State, and Local agencies required to perform the work as stated in the sections of this Bid document. The licenses, permits, and fees that are required by the City of Key West are listed in Part 1: City of Key West Licenses, Permits, and Fees. The Contractor shall verify the list with the appropriate City of Key West Departments.

CITY OF KEY WEST LICENSES, PERMITS, AND FEES

Pursuant to the Public Bid Disclosure Act, each license, permit, or fee a Contractor will have to pay the City of Key West before or during construction or the percentage method or unit method of all licenses, permits, and fees REQUIRED BY THE CITY OF KEY WEST and payable to the City by virtue of this construction as part of the Contract is as follows:

- Key West, Business Tax Receipt – Fees dependant on square footage leased and range from \$115.00 to \$800.00 per year.

Note: Contractor shall verify each license, permit, or fee before submitting the Bid.

LICENSES, PERMITS, AND FEES THAT MAY BE REQUIRED BY THE STATE OF FLORIDA, STATE AGENCIES, OR BY OTHER LOCAL GOVERNMENTAL ENTITIES ARE NOT INCLUDED IN THE ABOVE LIST.

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

BID

To: The City of Key West/CRA

Address: 525 Angela Street, Key West, Florida 33040

Project Title: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY
TERMINAL, AND CITY MARINA AT GARRISON BIGHT

Project: ITB #11-013

BIDDER'S INFORMATION

Name: _____

Address: _____

Contact Name: _____

Email: _____

Telephone: _____

Fax: _____

Signature: _____ **Date:** _____

BIDDER'S DECLARATION AND UNDERSTANDING

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

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

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

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

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

CONTRACT EXECUTION AND BONDS

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

CERTIFICATES OF INSURANCE

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

TERM OF CONTRACT

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

LIQUIDATED DAMAGES

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

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. _____, _____, _____, _____, _____ (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

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

PUBLIC ENTITY CRIMES

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

LUMP SUM BASE BID

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

BID FORM

ITB #11-013: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT

KEY WEST BIGHT/KEY WEST BIGHT FERRY TERMINAL

QUARTERLY SAMPLING \$_____per quarter

Price in Words _____ per quarter

ANNUAL SAMPLING \$_____per year

Price in Words _____ per year

ALTERNATE BID*

CITY MARINA AT GARRISON BIGHT

QUARTERLY SAMPLING \$_____per quarter

Price in Words _____ per quarter

ANNUAL SAMPLING \$_____per year

Price in Words _____ per year

* The City reserves the right not to award the alternate bid because of budgetary constraints

BID BREAKDOWN

The Bidder shall provide a schedule of values for all aspects of the project including mobilization/demobilization, labor and materials, permitting, etc. required or to be used for the project. The schedule of values shall be in sufficient detail to allow the owner to understand how the Bidder arrived at said Bid price and shall become part of the contract for basis of payment. The City may ask for a more detailed schedule of values if one submitted is not sufficient.

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

Portion of Work: _____

Name: _____

Address: _____

BIDDER

The name of the Bidder submitting this Bid is: _____

Doing business at _____

City _____ State _____ Zip _____

Telephone No. _____

This address is where all communications concerning this Bid shall be sent.

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

Name

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____, 2011.

(SEAL)

Name of Corporation

By: _____

Title: _____

Attest: _____

Secretary

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his/her/its hand this _____ day of _____, 2011.

Signature of Bidder _____

Title _____

FLORIDA BID BOND

BOND NO. _____

AMOUNT \$ _____

KNOW ALL MEN BY THESE PRESENTS, that

_____, hereinafter called the
PRINCIPAL, and _____, a corporation duly
organized under the laws of the State of _____ having its principal place of business at
_____ in the State of _____ and
authorized to do business in the State of Florida, as SURETY, are held firmly bound unto
hereinafter called the Obligee, in the sum of _____
DOLLARS (\$ _____) for the payment for which we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents..

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid or Bid for:

WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND
CITY MARINA AT GARRISON BIGHT

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a Bid to the OBLIGEE
for the furnishing of labor, materials, (except those specifically furnished by the Owner),
equipment, machinery, tools, apparatus, means of transportation for, and the performance of the
work covered in the Bid and the detailed Specifications entitled:

WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND
CITY MARINA AT GARRISON BIGHT

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's check,
certified check, or Bid bond in the amount of five (5) percent of the base Bid be submitted with
said Bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written
Contract with the Owner for the performance of said Contract, within five (5) working days after
written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within
five (5) working days after written notice of such acceptance, enters into a written Contract with
the OBLIGEE then this obligation shall be void: otherwise the sum herein stated shall be due and

payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said principal.

Signed and sealed this _____ day of, _____ 2011.

PRINCIPAL

By

SURETY

Attorney-In-Fact

**SWORN STATEMENT UNDER SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

PROJECT ITB #11-013: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Bid or Contract No. _____ for

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

whose business address is _____
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____. (If the entity has no FEIN,
include the Social Security Number of the individual signing this sworn statement.)
3. My name is _____ and my relationship to
(Please print name of individual signing)

the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any Bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

___ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

___ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

___ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

___ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in the
(Name of individual signing)

space provided above on this _____ day of _____, 2011.

My commission expires:

NOTARY PUBLIC

ANTI-KICKBACK AFFIDAVIT

PROJECT ITB #11-013: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT
FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT

STATE OF FLORIDA)
 : SS
COUNTY OF MONROE)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Sworn and subscribed before me this

_____ day of _____, 2011.

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____

**LOCAL VENDOR CERTIFICATION PURSUANT TO CKW ORDINANCE 09-22
SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name

Phone:

Current Local Address:

Fax:

(P.O Box numbers may not be used to establish status)

Length of time at this address

Signature of Authorized Representative

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Return Completed form with
Supporting documents to:
City of Key West Purchasing

Title or Rank

PART 2

CONTRACT FORMS



Notice of Award

Date

Company

Attention:

Address

City, State, Zip

Project: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY
TERMINAL, AND CITY MARINA AT GARRISON BIGHT: ITB No: 11-013

Dear:

At a meeting of the Key West City Commission/CRA held on _____, 2011, your firm, _____ was awarded the contract for WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT for a total contract amount of \$_____.

Enclosed please find three (3) copies of the Contract Documents for your execution. Please complete the necessary pages, affixing signatures, notary and / or corporate seals, etc. where necessary and return to this office within ten (10) calendar days from the date of this letter.

The Certificate of Insurance must be attached to the documents; an original and two copies are acceptable.

A copy of your City of Key West Business Tax Receipt must be attached.

If you have additional questions, please do not hesitate to call me at (305) 809-3803.

Sincerely,

John Paul Castro
Port Operations Manager - KW Bight

SAMPLE CONTRACT

This Contract made and entered into this _____ day of _____ 2011, by and between the **City of Key West/CRA**, hereinafter called the "Owner", and _____, 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 ITB #11-013: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT, to the extent of the BID made by the Contractor, dated this _____ day of _____ 2011, 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 WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT 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.

The term of the contract will be three (3) years with an option to extend for an additional two (2). Contractor agrees to perform sampling events on an annual and quarterly basis at the Key West Bight. Contractor agrees to perform sampling events annually at City Marina at Garrison Bight, per alternate, if requested by owner.

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 five hundred dollars (\$500.00) per calendar day. Sundays and legal holidays shall be included in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same, this _____ day of _____ 2011.

Attest:

By:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor: _____ Witness: _____

By: _____ Print Name: _____

Print Name: _____

Title: _____

NOTICE TO PROCEED

Date

Company

Attention:

Address

City, State, Zip

**Project: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY
TERMINAL, AND CITY MARINA AT GARRISON BIGHT: ITB NO: 11-013**

You are hereby notified to commence work on _____, 2011 in accordance with the Contract made with the City of Key West on the _____ day of _____ 2011. The work shall be completed per the attached schedule.

Sincerely,

Mark Tait
Marina Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the _____ day of _____, 2011.

CONTRACTOR: _____

By: _____

Title: _____

Date: _____

Please return one (1) copy of this notice to:

Mark Tait, Marina Manager
City of Key West
201 William Street
Key West, FL 33040

PART 3

CONDITIONS

CONDITIONS OF BID
CITY OF KEY WEST

1. PREPARATION OF BIDS:

Bids will be prepared in accordance with the following:

- a. The enclosed Bid Response Form is to be used, other forms may be rejected.
- b. All information required by the Bid form shall be furnished. The BIDDER shall print or type his/her name and manually sign the Bid Response Form plus each continuation sheet on which an entry is made.
- c. Bid delivery time must be shown and shall include Sundays and holidays.
- d. BIDDER shall thoroughly examine the specifications, drawings, schedule, instructions, and all other contract documents.
- e. All Bids shall be submitted in original plus one copy and 2 CDs or flash drives containing the complete Bid in PDF format.
- f. BIDDERS are advised that all CITY OF KEY WEST contracts are subject to all legal requirements provided for in City ordinances and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- a. Any manufacturer's name, trade name, brand name, or catalog number used in the specifications is for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for any brand, which meets the quality of the specifications for any item.

3. SUBMISSION OF BIDS:

- a. Bids and changes thereto shall be enclosed in sealed envelopes addressed to the City Clerk, City of Key West. The name and address of the BIDDER, the date and hour of the Bid opening and the Bid number shall be placed on the outside of the envelope.
- b. Bids must be submitted on the form furnished. Telecopy Bids will not be considered.
- c. Unless otherwise indicated, all City of Key West Bids may be awarded on a line-item basis.
- d. Bid prices must remain in effect for ordering up to three (3) months from Bid opening date.

4. REJECTION OF BIDS:

- a. The CITY OF KEY WEST may reject Bids for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the BIDDER misstates or conceals a material fact in his/her Bid, (3) if the Bid does not strictly conform to the law or is non-responsive to the Bid requirements, (4) if the Bid is conditional, or (5) if a change of circumstances occurs making the purpose of the Bid unnecessary to the CITY OF KEY WEST. The CITY OF KEY WEST may also waive any minor informalities or irregularities in any Bid.

5. WITHDRAWAL OF BIDS:

- a. Bids may not be withdrawn after the time set for the Bid opening for a period of time as specified in the Instruction to BIDDERS.
- b. Bids may be withdrawn prior to the time set for Bids opening. Such request must be in writing addressed to the City Clerk.

6. LATE BIDS OR MODIFICATION:

- a. Bids and modifications received after the time set for the Bid opening will not be considered.
- b. Modifications in writing received prior to the time set for the Bid opening will be accepted.

7. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. BIDDERS shall comply with all local, state and federal directives, orders and laws as applicable to this Bid and subsequent contract(s) including, but not limited to:
 - 1. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246, as applicable to this contract.
 - 2. Minority Business Enterprises (MBE), as applicable to this contract.
 - 3. Occupational Safety and Health Act (OSHA), as applicable to this contract.

8. COLLUSION:

- a. The BIDDER by affixing his/her signature to this Invitation to Bid, agrees to the following: "BIDDER certifies that his/her Bid is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

9. VARIANCE IN CONDITIONS:

- a. Any and all special conditions and specifications attached hereto, which vary from General Conditions, shall have precedence.

10. APPROPRIATIONS CLAUSE:

- a. If the contract or delivery extends beyond the current fiscal year, which ends on September 30, the contract shall be contingent upon the availability of funds appropriated for such purposed in the City's annual budget for the next succeeding fiscal year.

11. CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS:

- a. If any person contemplating submitting a Bid for this contract is in doubt as to the true meaning of the specifications or other Bid documents or any part thereof, he/she may submit to the Finance Director on or before ten calendar (10) days prior to scheduled opening a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for prompt delivery. Any interpretation of the Bid, if made, will be made only by

Addendum duly issued. Such addendum will be made available through the DEMANDSTAR web site. The City will not be responsible for any other explanation or interpretation of the proposed Bid made or given prior to the award of the contract.

12. DISCOUNTS:

- a. BIDDERS may offer a cash discount for prompt payment; however, such discount shall not be considered in determining the lowest net cost for Bid evaluation proposed. BIDDERS are encouraged to reflect cash discounts in the unit price quoted.
- b. In connection with any discount offered, time will be computed from the date of receipt of supplies or services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

13. AWARD OF CONTRACT:

- a. The contract will be awarded to the lowest responsive and responsible BIDDER whose Bid, conforming to the Request for Bid, is most advantageous to the City, prices and other factors considered.
- b. The City reserves the right to accept and award item by item, and/or by group or in the aggregate, unless the BIDDER qualifies his/her Bid by specified limitations as provided in 4 (4).
- c. If two (2) or more Bids received are for the same total amount or unit price, quality and service being equal, the contract will be awarded according to City Ordinance Section 2-835(c).
- d. Prices quoted must be f.o.b. Key West, Florida, with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- e. A written award of acceptance (Purchase Order) and a signed contract, mailed or otherwise furnished to the successful BIDDER shall result in a binding contract without further action by either party.

14. LOCAL PREFERENCE:

- a. Pursuant to City Code Section 2-798 the City of Key West policy of local preference is applied to Bids submitted by qualified local businesses.

15. DAMAGE:

- a. Successful BIDDER(s) will be responsible for making any and all claims against carriers for missing or damaged items.

16. TRAVEL AND REIMBURSABLE OUT OF POCKET EXPENSE:

- a. Should there be travel and/or reimbursable out of pocket expenses relevant to this contract, Florida Statute 112.061 (Per Diem and travel expenses of public officers, employees, and authorized persons) will be followed. (Not applicable to Lump Sum Bids)

17. INSURANCE AND LIABILITY

Contractor shall maintain limits no less than those stated below:

- A. Worker's Compensation – Statutory – in compliance with the Compensation law of the State of Florida. The coverage must include Employer's Liability with a limit of One Million (\$1,000,000.00) Dollars each accident.
- B. Commercial General Liability Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars for bodily injury and property damage. This insurance shall include the following coverage:
 - Premises-Operations
 - Broad Form Contractual Liability
 - Products and Completed Operations
 - Use of Independent Contractors and Subcontractors
 - Personal Injury
 - Broad Form Property Damage
- C. Business Automobile Liability Insurance with a minimum limit of liability per occurrence of One Million (\$1,000,000.00) Dollars for bodily injury and property damage. This insurance shall include for bodily injury and property damage the following coverage:
 - Owned automobiles
 - Hired automobiles
 - Non-owned automobiles
- D. Excess/Umbrella Liability shall have a minimum limit of Two Million (\$2,000,000.00) per occurrence/aggregate.
- E. It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements as is required of Contractor.
- F. Certificates of Insurance meeting the required insurance provisions shall be forwarded to Engineer, Owner's and Risk Management.

PART 4

SCOPE OF WORK

SCOPE OF WORK

FACILITIES

Testing will be completed at the following facilities:

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

Alternate Location

- City Marina at Garrison Bight (5 sampling locations)

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

FREQUENCY

Testing shall be annually for all parameters and quarterly for dissolved oxygen (D.O.) and Coliform bacteria from all stations identified on Attachment A for Key West Bight and Ferry Terminal.

(Alternate Location) City Marina at Garrison Bight testing shall be one annual test for all parameters from all stations identified Attachment B.

PROJECT SPECIFICATIONS

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

BASIC ANALYTICAL SERVICES AND REPORTING

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

MONITORING REPORTS

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

- a. time of day samples taken,
- b. water temperature,
- c. salinity (ppt),
- d. depth of water body,
- e. depth of sample,
- f. antecedent weather conditions,
- g. tidal stage and direction of flow,
- h. wind direction and velocity,

- i. identification (GPS coordinates) of the sample location which corresponds to the sample location number shown on the sampling location map,
- j. The appropriate Rule 62-302, F.A.C., standard for the parameter being measured,
- k. The detection limit for the parameter being measured.

In addition to the above, all data shall be reported in a table (or tables) which clearly lists the results of parameters measured at each location, and the information described in (j) and (k), above.

Reports shall be emailed to City of Key West at an email addresses to be determined. Additionally, contractor shall provide the City of Key West with a hard copy as well as submit a hard copy to the DEP.

DATA REGRESSION GRAPHS

Prepare and submit with the sediment sampling/testing data regression graphs for Copper/Aluminum, Lead/Aluminum, and Zinc/Aluminum

SAMPLING LOCATION AND PARAMETER SUMMARY TABLE

Water Column

Please collect duplicate water quality samples, except samples for dissolved oxygen (D.O.) and coliform bacteria from the stations at the indicated depths, analyze the field collected samples individually, and report each of the duplicate samples individually for the following parameters. All measurements and analyses for each parameter shall be made using approved methods providing a PQL (Practical Quantification Limit) below the water quality standard for the parameter as listed in Rule 62-302, F.A.C.

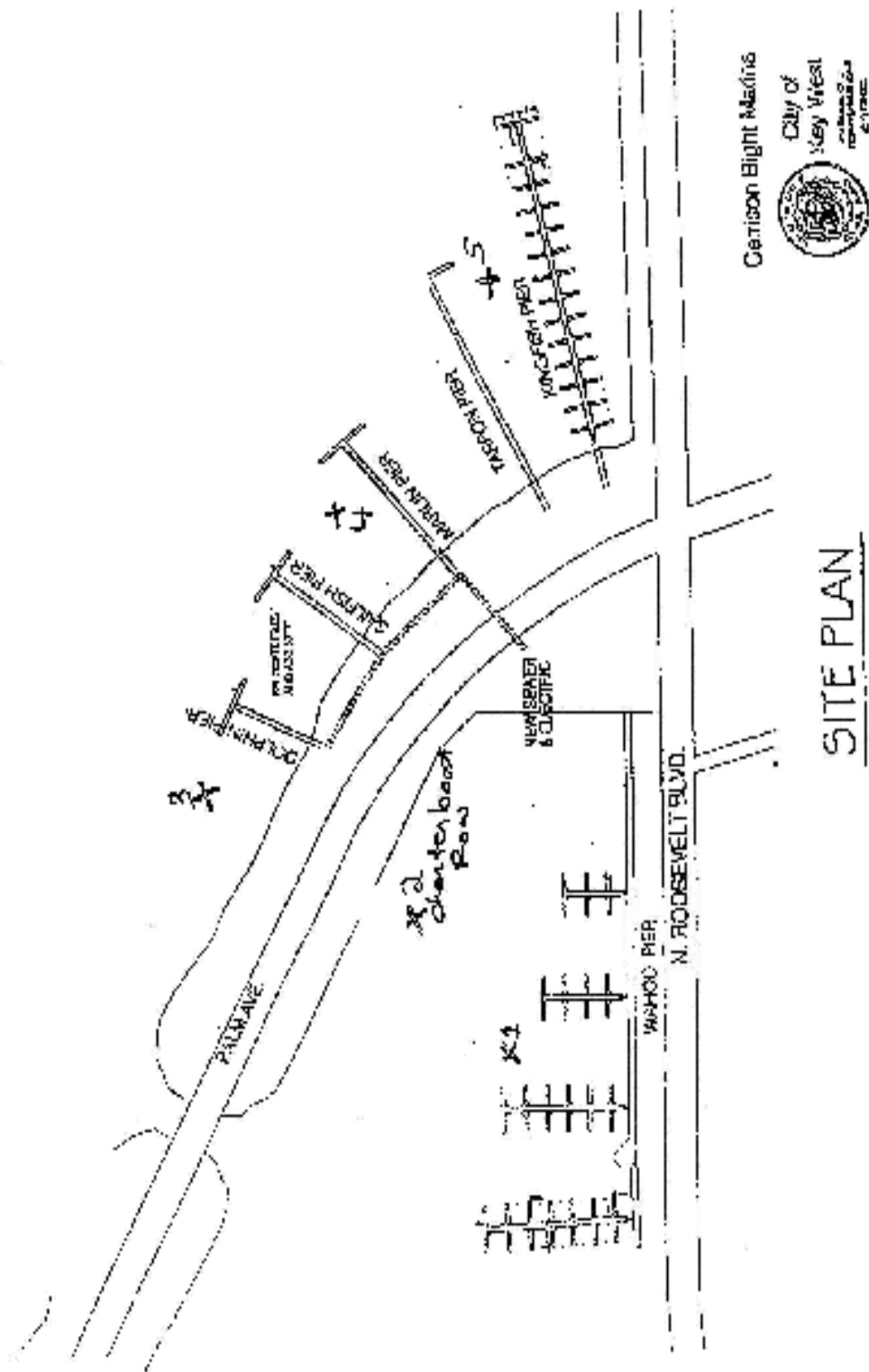
PARAMETER	DEPTH
Dissolved Oxygen-mg/1	1 ft. below surface, mid-depth, and 1 ft. above bottom
BOD5	1 ft. below surface, mid-depth, and 1 ft. above bottom
Ph	1 ft. below surface, mid-depth, and 1 ft. above bottom
Total N, NO ₂ -N, NO ₃ -N, and unionized ammonia (mg/1)	1 ft. below surface, mid-depth, and 1 ft. above bottom
Total P and Ortho – PO ₄ -P (mg/1)	1 ft. below surface, mid-depth, and 1 ft. above bottom
Oil and Grease (mg/1)	Surface
Fecal and total coliform	Surface
Polycyclic aromatic hydrocarbons (PAHs) (ug/1)	1 ft. above bottom, USEPA Method: 610,635,8100,8270, or 8310
Arsenic total- u/1	1 ft. above bottom
Cadmium (u1)	1 ft. above bottom
Chromium VI (ug/1)	1 ft. above bottom
Copper (ug/1)	1 ft. above bottom
Lead (ug/1)	1 ft. above bottom
Zinc (ug/1)	1 ft. above bottom
Specific Conductivity (umhoz/em)	1 ft. below surface, mid-depth and 1 ft. above bottom

***Note: All methods listed are USEPA methods**

Sediments

All sediment data shall be collected and analyzed using the procedures in the Deepwater Ports Maintenance Dredging and Disposal Manual, DEP, 1984.

PARAMETER	SAMPLE
Aluminum	top 2 cm.
Copper	top 2 cm.
Lead	top 2 cm.
Zinc	top 2 cm.
Arsenic	top 2 cm.
Cadmium	top 2 cm.
Chromium	top 2 cm.



Attachment B: City Marina