



Notice of Award

January 18, 2012

Flowers Chemical Laboratories, Inc.
481 Newburyport Avenue
Altamonte Springs, FL 32701

Project: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL, AND CITY MARINA AT GARRISON BIGHT. ITB No: 12006

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

Dear Contractor:

At the meeting of the Key West City Commission / CRA held on January 18, 2012 your firm, Flowers Chemical Laboratories, Inc. 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 \$37,725.00.

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) 809-3985.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Tait", is written over a large, stylized circular flourish.

Mark Tait
Marina Manager - KWBight

NOTICE TO PROCEED

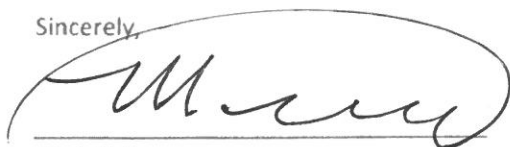
January 18, 2012

Flowers Chemical Laboratories, Inc.
481 Newburyport Avenue
Altamonte Springs, FL 32701

Project: WATER TESTING AT KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL,
AND CITY MARINA AT GARRISON BIGHT: ITB NO: 12-006

You are hereby notified to commence work on January 18, 2012 in accordance with the contract made with the City of Key West on the 18th day of January 2012. The work shall be completed per the attached schedule.

Sincerely,



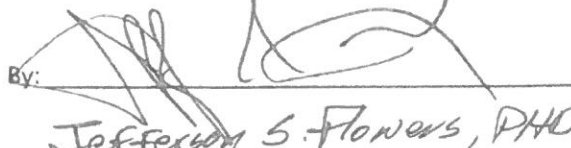
Mark Tait
Marina Manager

Receipt of this NOTICE TO PROCEED is hereby acknowledged this, the 20th day of January, 2012.

CONTRACTOR:

Flowers Chemical Laboratories

By:


Jefferson S. Flowers, PhD
Title: *President*

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

CONTRACT

This Contract made and entered into this 18th day of January 2012, by and between the City of Key West / CRA, hereinafter called the "Owner", and Flowers Chemical Laboratories, Inc., 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 312-0026: 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 23rd day of November 2011, all in full compliance with the Contract Documents referred to herein:

BIDDING REQUIREMENT, 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.

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

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 18th day of January 2012.

Attest:

BY:

Cheryl Smith, City Clerk

Jim Scholl, City Manager

Contractor:

Flowers Chemical Laboratories
ETC.

Witness:

[Signature]

By:

[Signature]

Print Name:

John W. Lindsay, Jr.

Print Name:

Jefferson S. Flowers

Title:

President

[Signature]

