

RESOLUTION NO. 21-277

A RESOLUTION OF THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY (CRA) AWARDING THE BID OF FLOWERS CHEMICAL LABORATORIES IN RESPONSE TO INVITATION TO BID ("ITB") #21-019 FOR WATER TESTING AT THE KEY WEST BIGHT AND THE KEY WEST BIGHT FERRY TERMINAL IN THE TOTAL AMOUNT OF \$48,628.00 PER YEAR (THREE YEAR CONTRACT WITH OPTION FOR ADDITIONAL TWO YEAR TERMS); AUTHORIZING NECESSARY BUDGET TRANSFERS OR ADJUSTMENTS; AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT IN SUBSTANTIAL CONFORMANCE WITH THE BID DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, two bids were opened on October 6, 2021 in response to ITB #21-019 for water testing at Garrison Bight, the Key West Bight and Key West Ferry Terminal, and City staff recommends award of bid to the lowest responsive and responsible bidder, Flowers Chemical Laboratories, Inc.; and

WHEREAS, the portion of the bid for water testing at Garrison Bight is awarded in simultaneous City Commission Resolution No. 21-270; and

NOW, THEREFORE, BE IT RESOLVED BY THE CAROLINE STREET CORRIDOR AND BAHAMA VILLAGE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

Section 1: That the bid of Flowers Chemical Laboratories in response to ITB #21-019 is hereby awarded in the total amount of \$48,628.00 per year, for water testing at the Key West Bight and Key West Ferry Terminal (three-year contract with option for additional two-year terms). Water testing at the City Marina at Garrison Bight will be included in the signed contract, as approved in simultaneous City Commission Resolution No. 21-270.

Section 2: That funds for water testing at the Key West Bight and the Key West Bight Ferry Terminal are budgeted in account #405-7503-575-3100 in the amount of \$35,000.00. Budget transfer(s) totaling \$13,628.00 are authorized within the Key West Bight and Ferry Terminal budgets to fund the balance of the contract amount.

Section 3: That the City Manager is authorized to execute a contract in substantial conformance with the bid documents, upon consent of the City Attorney.

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 Agency.

Passed and adopted by the Caroline Street Corridor and Bahama Village Community Redevelopment Agency at a meeting held this 7th day of December, 2021.

Authenticated by the presiding officer and Clerk of the Agency on December 8, 2021.

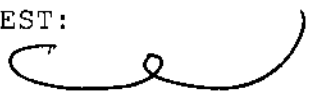
Filed with the Clerk December 8, 2021.

Chairman Teri Johnston	<u>Yes</u>
Vice Chair Sam Kaufman	<u>Yes</u>
Commissioner Gregory Davila	<u>Yes</u>
Commissioner Mary Lou Hoover	<u>Yes</u>
Commissioner Clayton Lopez	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



TERI JOHNSTON, CHAIRMAN

ATTEST:



CHERYL SMITH, CITY CLERK



THE CITY OF KEY WEST

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

EXECUTIVE SUMMARY

TO: Patti McLauchlin, City Manager
FROM: Doug Bradshaw, Port and Marine Services Director
DATE: October 29, 2021
SUBJECT: Award for ITB #21-019 Water Testing

ACTION STATEMENT

Award of the Key West Bight Ferry Terminal, and the Key West Bight Marina portion of Invitation to Bid (ITB) #21-019 Water Testing – Key West Bight, Key West Bight Ferry Terminal and City Marina at Garrison Bight to Flowers Chemical Laboratories, Inc. in the amount of \$48,628 per year (3-year contract with an option to extend for additional 2-year terms) and authorize the City Manager to execute the contract and budget transfer.

BACKGROUND

Key West Bight Marina is required as part of its submerged land lease to perform quarterly and annual water testing for the following parameters:

- Dissolved Oxygen
- BOD5
- Ph
- Total N, NO₂-N, NO₃-N, and unionized ammonia
- Total P and Ortho – PO₄-P
- Oil and Grease
- Fecal and total coliform
- Polycyclic aromatic hydrocarbons (PAHs)
- Arsenic
- Cadmium
- Chromium VI
- Copper
- Lead
- Zinc

Dissolved Oxygen and Fecal and total coliform are sampled quarterly with the other parameters sampled the 4th quarter or the annual sampling event. The testing results are reported to DEP so that the water quality of the marina can be monitored. Any upward fluctuation in a parameter may indicate water quality is changing and additional investigation or sampling may be warranted.

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

WATERWAYS SUMMARY

Testing results have always been satisfactory at the marina.

PURPOSE & JUSTIFICATION

ITB #21-019 was advertised on September 15, 2021 seeking bids from qualified individuals or firms for water testing services.

The City received 2 bids: Flowers Chemical Laboratories, Inc. and Professional Services Industry, Inc. Staff has reviewed the submittals and found them responsive to the ITB. The following is a breakdown of their pricing per location:

Bid Summary

Bidder	Quarterly KWB	Quarterly KWBFT	Annual KWB	Annual KWBFT	Annual CM	Total
Flowers Chemicals	\$23,680	\$11,840	\$8,952	\$4,156	\$14,100	\$62,728
PSI	\$26,932	\$26,316	\$15,617	\$11,021	\$17,915	\$97,800

	KWB/KWBFT Total	CM Total	Total
Flowers Chemicals	\$48,628	\$14,100	\$62,728
PSI	\$79,885	\$17,915	\$97,800

The Key West Bight Management Board recommended award of ITB#027-16 to _____ at their November 10, 2021 meeting.

FINANCIAL IMPACT

Funding for the Key West Bight and the Key West Bight Ferry Terminal testing is budgeted in account #405-7503-575-3100 in the amount of \$35,000. A budget transfer of \$13,628 is needed to fund the testing.

RECOMMENDATION

Award for Invitation to Bid (ITB) #027-16 Water Testing to Flowers Chemical Laboratories, Inc. for the Key West Bight Ferry Terminal, and the Key West Bight Marina in the amount of \$48,628 per year (3-year contract with an option to extend for additional 2-year terms) and authorize the City Manager to execute the contract and the necessary budget transfer.

CONTRACT AGREEMENT

This Contract, made and entered into 10th day of December 2021, by and between the City of Key West, 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 **ITB #21-019 WATER TESTING - KEY WEST BIGHT, KEY WEST BIGHT FERRY TERMINAL and CITY MARINA at GARRISON BIGHT** Key West, Florida to the extent of the Bid made by the Contractor, dated the 29th day of September, 2021, all in full compliance with the Contract Documents referred to herein.

The **PROCUREMENT REQUIREMENTS**, including the signed copy of the **BID FORM**, the **CONTRACT FORMS**, the **SCOPE OF WORK**, **DRAWINGS** and/or **SUPPLEMENTAL INFORMATION** (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 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 Contractor agrees that the Contract period is for three (3) years with the Owner having an option to renew at the same terms for additional two (2) year terms. The Contract shall begin on the date this Contract is entered into.

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

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

14th day of December, A.D., 2021.

CITY OF KEY WEST
By [Signature]
Printed John McLambert
Title City Manager

CONTRACTOR
By [Signature]
Printed 12/10/21
Title President

APPROVED AS TO FORM

Attorney for Owner _____
