

**AGREEMENT R2019104/CHEM-SCALEINHIBIT/1920  
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT is dated as of the 3rd day of March in the year 2020 by and between:

The City of Punta Gorda  
326 West Marion Avenue  
Punta Gorda, FL 33950  
(941) 575-3366

(Hereinafter "**CITY**") and

American Water Chemicals, Inc  
1805 Corporate Center Lane  
Plant City, FL 33563  
(813) 246-5448

(Hereinafter "**CONTRACTOR**")

The Agreement Documents consist of this executed Agreement, the complete Solicitation Package, the CONTRACTOR'S Submittal Package, and all documents that may be executed as a result of this executed agreement. City and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**CONDITIONS OF WORK/PURCHASE:** All work performed or purchases made shall be in accordance with the terms and conditions of this Agreement and any attachments hereto. No other conditions or modifications of these terms and conditions will be effective unless specifically agreed to in writing by the CITY's appropriate level of authority. Failure of CITY to object to provisions contained in any acknowledgment, document or other communications from CONTRACTOR shall not be construed as a waiver of this Agreement's terms and conditions or an acceptance of any such provision.

This Agreement and any attachments hereto, constitute the complete and exclusive statement of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter hereof. This Agreement shall not be modified, supplemented, qualified or interpreted by any prior course of dealing between the parties or by any usage of trade. The CITY's appropriate Change Order Authority are the only parties

**ARTICLE 1. - COMMODITIES**

Furnish and deliver all commodities in accordance with this Agreement at the unit prices stated in Exhibit A.

**ARTICLE 2. – CITY STAFF RESPONSIBILITIES**

**REPRESENTATIVE** – The WATER TREATMENT PLANT SUPERVISOR, or their designee, who is hereinafter referred to as REPRESENTATIVE will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in this Agreement in connection with completion of the Work in accordance with the Agreement Documents.

**CONTRACT MANAGER** - The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT MANAGER will assume all duties and responsibilities and will have the rights and authority assigned to ensure contract compliance and management of this Agreement.

**CONTRACT ADMINISTRATOR** – The Procurement Manager, or their designee, who is hereinafter referred to as CONTRACT ADMINISTRATOR shall receive and/or be copied on all correspondence between the CITY and CONTRACTOR for the project and is responsible for all records retention of Agreement correspondence.

**ARTICLE 3. – AGREEMENT TERM**

A. **AGREEMENT TERM:** This Agreement shall be for a THREE (3) year period, which shall commence April 1, 2020. The CITY retains the right to renew this initial Agreement under the same terms and conditions upon mutual agreement with the CONTRACTOR. Agreement for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original Agreement, whichever period is longer. This Agreement will automatically renew for a 3 year period under the same terms and conditions and current pricing unless written notice of non-renewal is

issued 30 calendar days prior to the expiration date by either the CITY or the CONTRACTOR. A renewal of this Agreement may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the CITY and subject to the availability of funds.

1. The CITY reserves the right to discontinue this Agreement in any year of a renewal period if it is deemed to be in the best interest of the CITY.

B. NON-EXCLUSIVE AGREEMENT: No Guarantee is expressed or implied as to the total volume of commodities/services to be purchased under this open-end Agreement.

C. ORDERING: The CITY reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in this Agreement and if the CONTRACTOR is unable to comply therewith, the CITY reserves the right to purchase commodities/services from another source without penalty or prejudice to the CITY.

D. FISCAL YEAR PURCHASE ORDER: CONTRACTOR will receive a purchase order for each fiscal year that the Agreement is in existence at the prices stated in this Agreement.

E. APPROPRIATION OF FUNDS: If funds are not appropriated or otherwise made available to support continuation of this Agreement in any fiscal year, the CITY shall have the right to terminate the Agreement without any obligation or penalty.

#### **ARTICLE 4. – DELIVERY TIMEFRAME**

The CITY and the CONTRACTOR mutually agree to a delivery timeframe of 3-5 business days for delivering the commodities/equipment ordered, which shall begin after receipt of a valid order.

Regular delivery of materials shall be between the hours of 8:00 a.m. – 2:30 p.m., Monday through Friday. Deliveries outside of this schedule shall be accepted ONLY if communicated ahead of time and approved by a City Representative. In the event delivery is attempted outside of the above referenced delivery time frame, or without prior approval from a City Representative the CITY will not be responsible for any additional expenses incurred for re-delivery. Each delivery is to include a packing slip clearly annotating the purchase order number, quantity, part number, and description. Items are to be properly identified with part numbers. CONTRACTOR shall be responsible for all items covered within this Agreement until they are delivered and accepted at the designated delivery point (F.O.B. Destination). CONTRACTOR shall bear all risk on rejected or damaged items after notice of rejection. Such items must be removed by and at the expense of the CONTRACTOR.

#### **ARTICLE 5 - RIGHT TO REQUIRE PERFORMANCE**

Failure of the CITY at any time to require performance by the CONTRACTOR of any provision of this Agreement shall not waive the right of the CITY thereafter to enforce same, nor waive the right of the CITY to enforce any breach of any provision of this Agreement, nor waive any succeeding breach of such provision, nor as a waiver of any provision itself.

In the event of a violation of any part of this agreement by the contractor, the CITY shall, among other remedies available under law, have the legal remedy to enforce the provisions of this agreement to prevent any interruption of service to the residents of the CITY. In the event a dispute arises between the CITY and the CONTRACTOR relating to this agreement, performance, or compensation hereunder, the CONTRACTOR must continue to render service in full compliance with all terms and conditions of this agreement as interpreted by the city, regardless of such dispute. However, this shall not prevent the CONTRACTOR from seeking legal relief from any interpretation made by the CITY.

#### **ARTICLE 6. – CANCELLATION OF CONTRACT**

A. CANCELLATION CLAUSE: This Agreement may be terminated by CITY or the CONTRACTOR should CONTRACTOR or CITY fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement. The CITY or the CONTRACTOR may terminate this Agreement under this subparagraph by giving five (5) calendar days written notice. The CITY, at its option, may give CONTRACTOR a reasonable period of time to cure the noncompliance.

B. TERMINATION FOR CONVENIENCE: The CITY may terminate this Agreement for any reason and without cause by giving thirty (30) calendar days written notice to CONTRACTOR. Upon such termination, CONTRACTOR will be compensated for the value of the services performed and/or commodities delivered to the date of termination.

C. DEFAULT: The CITY will provide to the CONTRACTOR written notification stating the nature of non-conformance and/or failure to perform to this Agreement's terms and conditions. All areas cited for non-conformance and/or failure to comply with this Agreement must be remedied by the CONTRACTOR within a ten (10) calendar day period. If not remedied within the stated timeframe, the CITY shall find the CONTRACTOR in default of this Agreement and invoke the cancellation clause without additional time to cure the non-conformance and/or failure to comply. The CONTRACTOR will be removed from the CITY's supplier/contractor list.

D. DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE. CONTRACTOR shall not be considered in default by reason of failure, which arises out of causes reasonably beyond the CONTRACTOR's control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CITY's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

## **ARTICLE 7. – AGREEMENT PRICE**

A. DELIVERED PRICES: Agreement prices are FREIGHT PREPAID AND ALLOWED/ FOB: DESTINATION: 38100 Washington Loop Road, Punta Gorda 33982. Agreement prices shall be net of all freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract. Agreement price schedule is defined in Exhibit A.

B. FIXED PRICE TERM: CONTRACTOR agrees to supply the CITY the items and/or services listed at firm delivered prices for the first year of the initial contract.

C. PRICE ADJUSTMENTS:

1. MAXIMUM PERCENTAGE INCREASE: The CONTRACTOR and the CITY have agreed to establish a maximum percentage increase for the second and third years of the initial Agreement. The CONTRACTOR shall be responsible for providing written documentation supporting the requested increase to the CONTRACT ADMINISTRATOR in accordance with the Price Adjustment terms stated in this Article.

- a. Second year of the initial Agreement's maximum percentage increase is defined as 0%.
- b. Third year of the initial Agreement's maximum percentage increase is defined as 0%.

2. The CITY will allow one (1) price adjustment in the second year of the initial Agreement and one (1) price adjustment in the third year of the initial Agreement. It will be at the CITY's discretion to continue the second and/or the third year of the initial contract. However, additional consideration by the CITY may be given for extreme and unforeseen volatility in the marketplace as specified in section relating to "Equitable Adjustments".

3. Price adjustments during the second and third year of the initial Agreement will be allowed, but shall not exceed the maximum percentage increase proposed for that period. The requested adjustment must be that of general industry. In this event, written notification from the manufacturer stating the percentage of increase must be forwarded to the CONTRACTOR ADMINISTRATOR. This request will become effective thirty (30) days from the date the notice was received by the CONTRACT ADMINISTRATOR from the CONTRACTOR for all purchases and services ordered after the effective date (thirty (30) days from the CITY receipt of request). The CONTRACTOR's requested percentage increase must not exceed that of the manufacturer. If the CONTRACTOR fails to justify the requested increase, the CITY reserves the right to reject the price increase and cancel the balance of the contract.

4. Equitable Adjustments: The CITY may, in its sole discretion, make an equitable adjustment in the Agreement terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR'S control; (2) the volatility affects the marketplace or industry, not just the particular Agreement source of supply; (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of the Agreement would result in a substantial loss. Any and all equitable adjustments may be considered temporary due to the reason for adjustment. All equitable adjustments will be evaluated by the CONTRACT ADMINISTRATOR to determine if the reason for adjustment is still valid. If the reason for the adjustment is no longer valid, the CITY will terminate the adjustment and notify the CONTRACTOR.

5. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

6. AGREEMENT RENEWAL

- a. Price adjustment, during the optional renewal period, will be allowed. However, the CITY will allow only one (1) adjustment for each year of the renewal period. Requirements for requesting a price adjustment shall be in accordance with the Price Adjustments section above and subject to CITY approval.
- b. The CITY reserves the right to negotiate this Agreement if the prices exceed the current marketplace.

**ARTICLE 8. – INVOICING/PAYMENT TERMS**

- A. The payment terms agreed upon by the CITY and CONTRACTOR are Net 30. The method of payment is Credit Card.
- B. The City shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.
- C. INVOICES: Invoices must state the work or commodities/goods delivered, location of delivery, quantities, unit prices and extended prices. All prices must be in accordance with Exhibit A. Invoices will not be paid unless and until the requirements have been fully met. Unit prices must be net of all transportation and delivery charges and must be prepaid in full to destination.
- D. PRICE/SALES TAX: Unless otherwise specified herein, the unit prices herein must not include sales or use tax.
- E. Payments will be made for work performed in accordance with this Agreement, Amendments, and/or authorized change orders, which are documented on an Invoice or Application for Payment and validated by the CITY REPRESENTATIVE for payment within six (6) months after completion of this Agreement. Any untimely submission of Invoice or Application for Payment beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as unreasonable delay in pursuing a claim. Time shall be deemed of the essence with respect to the timely submission of Invoice or Application for Payment under this Agreement.

**ARTICLE 9. – WARRANTY/GUARANTEES**

- A. COVENANT AGAINST GRATUITIES: CONTRACTOR warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of CITY with a view toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of breach of this warranty, CITY shall be entitled to pursue the same remedies including, but not limited to, termination, against CONTRACTOR as it may pursue in the event of CONTRACTOR's default.
- B. MERCHANTABILITY WARRANTY. The goods or items furnished must be of a merchantability quality. They also must be suitable for the particular purpose as referenced in the solicitation document and in all supporting literature relating to the goods or items being purchased.
- C. SPECIFICATION WARRANTY. The CONTRACTOR warrants that all services will be in full accordance with the specifications and requirements of the solicitation package and this Agreement.

**ARTICLE 10. - CHANGE ORDER TO CONTRACT**

- A. All requests for changes to the this Agreement will be made in writing and are subject to written acceptance by the appropriate level of CITY authority.
- B. The following are the Change Order Authority Levels for the CITY.
  - 1. Procurement Manager - the Procurement Manager may approve change orders in a singularly or cumulatively amount that does not exceed 25% of the total Agreement price with a maximum cap of fifty thousand dollars (\$50,000.00) with the exception of contracts requiring City Council's approval for an award. The Procurement Manager may authorize contract time extension in excess of five (5) days and non-monetary changes, which are not considered minor, which do not result in a change in the Agreement amount.
  - 2. City Manager - the City Manager may approve all change orders with the exception of contracts that require the City Council's approval.

3. City Council - the City Council shall approve change orders for Agreement exemption that are reserved for City Council approval (i.e. Franchises, inter-local agreements, land, legal, auditing, actuarial services and medical director).

C. The CONTRACTOR fully understands the CITY's Change Order Policy. In the event the CONTRACTOR begins work on unauthorized changes to scope prior to receiving a signed Change Order by the CITY's appropriate level of authority, they do so at their own expense and risk not being compensated by the CITY for performing unauthorized work.

#### **ARTICLE 11. - CONTRACTOR'S REPRESENTATIONS**

A. In order to induce the City to enter into this Agreement, CONTRACTOR makes the following representations and assurances:

1. CONTRACTOR must be legal to perform business within the state of Florida. If CONTRACTOR is outside of the state of Florida they must hold a current Certificate of Authority issued through the Department of State and in accordance with Florida Statute 607.1501.
2. CONTRACTOR must hold and maintain current Business Tax Receipt for CONTRACTOR's locality for the term of this Agreement. CONTRACTOR must hold and maintain current City of Punta Gorda Business Tax Receipt for the term of this Agreement IF their business is physically located within the city limits.
3. CONTRACTOR has familiarized himself with the nature and extent of this Agreement, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
4. CONTRACTOR must comply with all Federal, State and Local rules, policies and ordinance in the performance of their work and document management.
5. CONTRACTOR has given CONTRACT ADMINISTRATOR written notice of all conflicts, errors or discrepancies that has been discovered in this Agreement and the written resolution thereof by CONTRACT ADMINISTRATOR is acceptable to CONTRACTOR.
6. Equal Employment Opportunity Clause. CONTRACTOR must be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.
7. Contract Work Hours/Safety Standards Act. CONTRACTOR must be in compliance with provisions of Section 103 and Section 107 of Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) and as supplemented by the Department of Labor Regulations (Part V, 28CFR).
8. SAFETY COMPLIANCE. It shall be the CONTRACTOR'S sole responsibility to comply with all Local, State and Federal rules and regulations while performing work under this Agreement. These regulations include, but are not limited to: Confined Space, Lock-out/Tag-out, Hazard Communications, Personal Protective Equipment, Excavation Safety, Respiratory Protection, and Hot Work Permits.
9. Competent Personnel. CONTRACTOR warrants that all services will be performed by skilled and competent personnel to the highest professional standards in this scope of work.

#### **ARTICLE 12. – INDEMNIFICATION / LIMITS OF LIABILITY**

A. **INDEMNIFICATION** The CONTRACTOR shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the CITY, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by CONTRACTOR, its agents, employees, partners, or subcontractors, provided, however, that the CONTRACTOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the CITY.

Further, the CONTRACTOR shall fully indemnify, defend, and hold harmless the CITY from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to misuse or modification or CONTRACTOR's products. If any product is the subject of an infringement suit or in the CONTRACTOR'S opinion is likely to become the subject of such a suit, the CONTRACTOR may at its sole expense PROCURE for the CITY the right to continue using the product or to modify it to become non-infringing. If the CONTRACTOR is not reasonably able to modify or otherwise secure the right to continue using the product, the CONTRACTOR shall remove

the product and refund the CITY amounts paid in excess of a reasonable payment for past use. The CITY shall not be liable for any royalties.

The CONTRACTOR's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the CITY giving the CONTRACTOR (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at CONTRACTOR'S sole expense, and (3) assistance in defending the action at CONTRACTOR's sole expense. The CONTRACTOR shall not be liable for any cost, expense, or compromise incurred or made by the CITY in any legal action without the CONTRACTOR's prior written consent, which shall not be unreasonably withheld.

A. **LIMITATION OF LIABILITY.** For all claims against the Contractor under any individual purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under this Agreement for direct damages shall be limited to the greater of \$25,000, or the dollar amount of the purchase order, or two times the charges rendered by the Contractor under this Agreement. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Agreement or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the purchase order requires the CONTRACTOR to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The CITY and Customer may, in addition to other remedies available to them at law or equity and upon notice to the CONTRACTOR, retain such monies from amounts due the CONTRACTOR as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The CITY may set off any liability or other obligation of the CONTRACTOR or its affiliates to the CITY against any payments due the CONTRACTOR under any contract with the CITY.

### **ARTICLE 13. - MISCELLANEOUS**

#### **A. PUBLIC RECORDS COMPLIANCE**

All governmental contracts and agreements are required to be maintained for a period of ten (10) years after the expiration of this Agreement. Therefore the CONTRACTOR shall be required to retain all records relating to the resulting contracts for the same period of time after expiration this Agreement. The CITY reserves the right to audit the CONTRACTOR's records throughout the term of the Agreement and records retention period.

B. **CITY'S RIGHT TO AUDIT.** The CITY reserves the right to audit the CONTRACTOR's records throughout the term of this Agreement and in accordance with Public Records requirement established for the retention period.

C. **AUDIT DISALLOWANCES.** If at any time the CITY determines that a cost for which payment has been made is a disallowed cost, such as overpayment, CITY will notify the CONTRACTOR in writing of the disallowance. CITY will also state the means of correction, which may include, but shall not be limited to, adjustment of any future claim/invoice submitted by the CONTRACTOR by the amount of the disallowance, or to require repayment of the disallowed amount by the CONTRACTOR.

#### **D. SETTLEMENT OF DISPUTES**

1. Any dispute concerning a question of fact arising under this Agreement that is not resolved by this Agreement shall be decided by the CONTRACT MANAGER, who may consider any written or verbal evidence submitted by the CONTRACTOR. The decision of the CONTRACT MANAGER, issued in writing, will be the final decision of the CITY.

2. Neither the pendency of a dispute nor its consideration by the CONTRACT MANAGER will excuse the CONTRACTOR from full and timely performance in accordance with the terms of this Agreement.

E. **SUBSTITUTIONS.** In the event the CONTRACTOR is unable to provide the commodity or equipment specified in this Agreement, due to manufacturer or supplier discontinuing specified parts, is unable to secure sufficient supplies to fulfill all orders, the CONTRACTOR will be allowed to substitute an item of equal or better quality provided:

1. The product is sold at the Agreement price;
2. The CITY is contacted in writing in advance of the substitution;
3. The City retains the right to determine "equal or better quality"; and
4. The CITY gives written approval of substitution.

If the CONTRACTOR is unable to fulfill all obligations in accordance with these terms and conditions, the City may acquire the product in the open marketplace with any cost increase being the responsibility of the CONTRACTOR.

F. **INDEPENDENT CONTRACTOR.** CONTRACTOR must perform the services under this Agreement as an independent contractor and not as an employee, or, unless otherwise specifically stated herein, as an agent of the CITY.

G. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

H. **JURISDICTION AND VENUE.** This Agreement shall be governed in accordance with the laws of the State of Florida, and the parties hereto agree that venue will be Charlotte County, Florida.

I. **ATTORNEY'S FEES.** In the event of any dispute arising under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.

J. CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

K. The CITY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the previous terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed in full concurrence by the parties thereto.

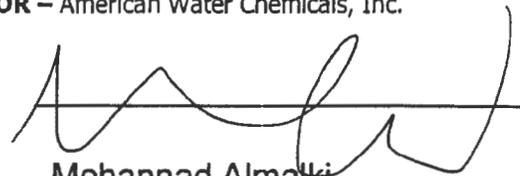
IN WITNESS WHEREOF, the undersigned signatories declare they are authorized to enter into this Agreement and sign on behalf of their respective party. All portions of this Agreement have been acknowledged by CONTRACTOR and CITY. The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to CITY and CONTRACTOR.

  
Witness

Address for giving Notices:  
1802 Corporate Center Lane  
Plant City, FL 33563

**CONTRACTOR – American Water Chemicals, Inc.**

By:

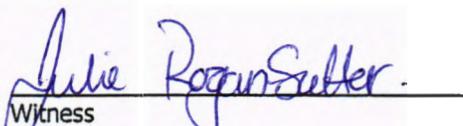


Print Name:

Mohannad Almaliki

Date:

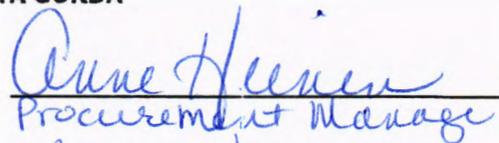
03/26/2020

  
Witness

Address for giving Notices:  
Procurement Office  
326 W. Marlon Avenue  
Punta Gorda, FL 33950

**CITY OF PUNTA GORDA**

By:

  
Procurement Manager

Print Name:

Anne Heinen

Date:

3/30/2020

**EXHIBIT A – PURCHASE OF SCALE INHIBITOR  
 AGREEMENT #R2019104/CHEM-SCALEINHIBIT/1920  
 INITIAL PERIOD: 4/1/2020 THRU 3/31/23  
OPTIONAL RENEWAL PERIOD\*: 4/1/2023 THRU 3/31/2026**

Julie Rogan-Sutter, CONTRACT ADMINISTRATOR – JRogan-Sutter@CityofPuntaGordaFL.com, fax 941-575-3340, or 326 W. Marion Avenue, Punta Gorda, FL 33950 SHALL be copied on all correspondence relating to this contract.

**AWARDED VENDOR:** AMERICAN WATER CHEMICALS, INC.

PAYMENT TERMS: Net 30

ACCEPT CREDIT CARDS:  Yes       No

CREDIT CARD PROCESS: Pay approved invoice with credit card

MAXIMUM PERCENTAGE INCREASE: 2<sup>ND</sup> YEAR – 0%      3<sup>RD</sup> YEAR – 0%

DELIVERY TIME:

- o Regular Delivery: 3-5 calendar days after receipt of order
- o Urgent Delivery: 48 hours after receipt of order

**\*AUTOMATIC RENEWAL BASED ON MUTUAL AGREEMENT:** The Contractor or the City must provide written notice the other party at least thirty (30) calendar days prior to the expiration of the initial Agreement period if they elect not to renew this Agreement. The optional renewal period will be three (3) years and subject to mutual agreement of both parties. A notice will be emailed to the Contractor sixty (60) calendar days prior to expiration advising them of the terms for renewal or non-renewal.

**DEPARTMENT REQUIREMENTS**

- 1) Departments shall enter a requisition with estimated dollars for issuance of a Blanket PO. CIP requisitions will need a separate Blanket PO.
- 2) Supervisors shall verify contract rates on all invoices prior to authorizing payment of invoices.
- 3) The Department will receive email notice ninety (90) calendar days prior to the expiration of the initial period asking if they want to renew this Agreement. If the Department does not renew they must advise the Contract Administrator, stated above, of their intention NOT to renew this Agreement within 20 calendar days. This Agreement will renew if Procurement does not receive a response from the Department within this timeframe.

Item	Manufacture	UOM	Unit Price
1.	American Water Chemicals - AWC A-102 Plus	/pound	\$0.949

**1. CONTRACT REQUIREMENTS**

- 1) The CITY and the CONTRACTOR mutually agree to a delivery timeframe of 3-5 business days for delivering the commodities/equipment ordered, which shall begin after receipt of a valid order.
- 2) Unit pricing to be converted to pounds. AWC A-102 Plus has a density of 9.0126 lbs. per gallon. Contract pricing will be based on the below formula used to convert gallon price to per pound:

$$\begin{aligned} \text{a) } & \$/\text{gal} \times 1 / \text{density}(\text{lbs}/\text{gal}) = \$/\text{lb} \\ & \$8.56/\text{gallon} \times 1 \text{ gal} / 9.0126 \text{ lbs.} = \$0.949 \text{ per lb.} \end{aligned}$$

- 3) Regular delivery of materials shall be between the hours of 8:00 a.m. – 2:30 p.m., Monday through Friday. Deliveries outside of this schedule shall be accepted ONLY if communicated ahead of time and approved by a City Representative. In the event delivery is attempted outside of the above referenced delivery time frame, or without prior approval from a City Representative the CITY will not be responsible for any additional expenses incurred for re-delivery.
- 4) Each delivery is to include a packing slip clearly annotating the purchase order number, quantity, part number, and description. Items are to be properly identified with part numbers. CONTRACTOR shall be responsible for all items covered within this Agreement until they are delivered and accepted at the designated delivery point (F.O.B. Destination). CONTRACTOR shall bear all risk on rejected or damaged items after notice of rejection. Such items must be removed by and at the expense of the CONTRACTOR.
- 5) Awarded vendor shall perform training on the proper handling, safety precautions, storage requirements and any other pertinent information on their specific chemical. The elected vendor shall assist in Right to Know and MSDS training.
- 6) Vendor/Delivery Agent shall notify the respective plant supervisor, or designee, upon their arrival to the site to coordinate the off-loading of product.