

CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 TO
POLY PHOSPHATE SUPPLY AND DELIVERY AGREEMENT

F2 INDUSTRIES, LLC

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
Poly Phosphate Supply and Delivery Agreement

THIS AMENDMENT NO. 1 (Amendment) to the Poly Phosphate Supply and Delivery Agreement dated July 7, 2015 (Agreement), by and between City of Delray Beach, a municipal corporation of the State of Florida (City), and F2 Industries, LLC (Second Party), a Florida corporation, is entered into this 31st day of AUG, 2017.

WITNESSETH:

WHEREAS, on July 7, 2015, the City Commission approved a two-year agreement, with Second Party for poly phosphate supply and delivery services ("Agreement"), with the option to renew for two additional one-year periods.

WHEREAS, the City desires to exercise the first one-year option to renew the Agreement through July 6, 2018.

WHEREAS, in addition, the parties desire to amend the agreement to include terms of the bid and Contractor's response that were inadvertently left out of the original Agreement.

WHEREAS, Second Party agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 1 extends the Agreement, under the same terms and conditions, for the period of July 7, 2017 through July 6, 2018, for an annual not-to-exceed amount of Ninety-Five Thousand Dollars (\$95,000).
3. Sections 3.1, 3.2, and 4.1 of the Agreement are hereby amended as follows:
 - 3.1 The term of this Agreement shall begin on July 7, 2015 and is fully executed by the Parties and shall end on July 6, 2018. The continuation of this Agreement beyond the end of the fiscal year shall be subject to both the appropriation and availability of funds in accordance with Florida law.
 - 3.2 All duties, obligations, and responsibilities of Second Party required by this Agreement shall be completed no later than July 6, 2018. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
 - 4.1 City shall compensate Second Party per the pricing schedule in Second Party's response to ITB #2015-41, with an annual not to exceed amount of ~~XXXXX~~ \$95,000.

This maximum amount per year, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4. Section 9.2 of the Agreement is hereby deleted and replaced with the following:

9.2 Public Records

IF THE SECOND PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SECOND PARTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. Contractor shall comply with public records laws, specifically to:
- i. Keep and maintain public records required by the City to perform the service.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Second Party does not transfer the records to the City.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Second Party or keep and maintain public records required by the City to perform the service. If the Second Party transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Second Party keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

- v. If the Second Party does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

5. The Parties hereby agree to add Exhibit A to the Agreement.

6. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Second Party hereto have set their hands and corporate seals on this 31st day of August, 2017.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson
Katerri Johnson, City Clerk

BY: Cary D. Glickstein
Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman
R. Max Lohman, City Attorney

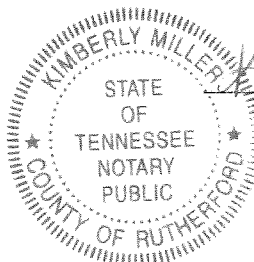
F2 Industries, LLC

By: William Ferrell Jr.
William Ferrell Jr.
Printed Name
Partner
Title

(SEAL)

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

The foregoing instrument was acknowledged before me this 14 day of June, 2017, by William Ferrell Jr., as Partner (name of officer or agent, title of officer or agent), of F2 Industries (name of corporation acknowledging), a TN (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced drivers license (type of identification) as identification



Kimberly Miller
Notary Public — State of Tennessee

Expires 1-20-20

City of Delray Beach
Poly Phosphate Supply and Delivery
Amendment No. 1

EXHIBIT "A"

DETAILED SPECIFICATIONS

BID No. 2013-41

POLY PHOSPHATE SUPPLY AND DELIVERY

Annual Contract

The City of Delray Beach is seeking a firm per pound price for the purchase of eighty-four thousand (84,000) pounds per year, of Poly Phosphate. The City is prepared to take two (2) split shipments of forty-two thousand (42,000) pounds and forth-two thousand (42,000) pounds respectively.

The Poly Phosphate is to be packed in fifty (50) and/or forty (40) pound, multi-waxed, paper bags. The successful Bidder must submit a certificate of compliance and a certified analysis by an independent lab with each shipment, as to the composition of their product. A copy of the package label shall also accompany your Bid. Each and every package shall bear the name of the product and the company contents label.

CHEMICAL ANALYSIS: The Chemical analysis should consist or equal to the following blend of ingredient for Aqua Mag approximately the same proportions:

Total Phosphate (as PO ₄)	92 %
Orthophosphate (as PO ₄)	26 %
Polyphosphate (as PO ₄)	66 %
Bulk Density (avg.)	68 lb./ft. 3
pH (1% w:w)	5.0+0.5

Qualified Bidder(s) shall be vendors who are manufacturers of the above name product, with NSF Certification and are currently in the business of supply this blend to other Water Treatment Plants. In the Reference Section of this bid package, please indicate the name of the other customers we can contact.

Successful Bidder shall submit quarterly analytical reports on four distribution samples. These reports shall include, but not necessarily be limited to, analyzing water for PH hardness, alkalinity, Fe, (and other metals if necessary) and a complete phosphate profile.

At the request of the Water Treatment Manager, the supplier shall also provide coupons holder, metal coupons and corrosion studies semi-annually (twice a year).

SCHEDULE OF PRICING

BID No. 2015-41

- A. ESTIMATED ANNUAL USAGE FOR THE CITY OF DELRAY BEACH IS 84,000 POUNDS.

	Estimated Annual Quantity	Unit Price Per Pound	Total Estimated Annual Cost
POLY PHOSPHATE Supply and Delivered	84,000 lbs.	\$ <u>1.073</u>	\$ <u>90,132.00</u>

- B. Delivery in 7-14 calendar days after receipt of order.
- C. NSF Certification included? ☒ Yes ☐ No
- D. Base price per pound shall remain firm throughout the contract period, and shall be quoted F.O.B. destination:
CITY OF DELRAY BEACH
WATER TREATMENT PLANT
200 N.W. 6TH STREET
DELRAY BEACH, FL. 33444.

- E. State your method of delivery from source to the City of Delray Beach Water Treatment Plant.
Common Carriers _____

- F. JOINT BIDDING, CO-OPERATIVE PURCHASING AGREEMENT: Will extend same price, terms and conditions of this bid to other Palm Beach, Martin and Broward County Governmental agencies? ☒ Yes ☐ No

- G. BID INFORMATION WAS OBTAINED FROM:

☐ DemandStar ☐ Newspaper Ad ☒ City Hall
☐ Other, please specify: _____

STATEMENT OF UNDERSTANDING

I, William Freese hereby acknowledge and declare that I have
(Signature)
read and understand the "Bid Request" document in full for Poly Phosphate Supply and Delivery for the Delray Beach Water Treatment Plant, BID #2015-41 and completely understand the requirements and expectation.