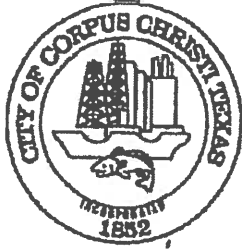


# Supply Agreement



Agreement No. 746

SODIUM PERMANGANATE

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THIS Sodium Permanganate Supply Agreement ("Agreement") is entered into by and between Carus Corporation ("Supplier"), Peru, Illinois and the City of Corpus Christi, a Texas home-rule municipal corporation (the "City"), effective for all purposes upon execution by the City Manager or designee ("City Manager").

WHEREAS, Supplier has bid to provide Sodium Permanganate in response to the City's Request for Bids ("RFB No. 118") which RFB with any related specifications, and bid response, are incorporated by reference into this Agreement as Exhibits "1 and 2";

WHEREAS, the City has determined Supplier to be the lowest, responsive, responsible bidder;

NOW, THEREFORE, Supplier and City enter into this Agreement and agree as follows:

1. **Scope.** Supplier will provide Sodium Permanganate ("Supply") in accordance with this Agreement and the Scope of Services as shown in Attachment "A".
2. **Term.** This Agreement is for one year commencing on the issuance of a notice to proceed. The Agreement includes an option to extend the term for up to two additional one-year periods subject to the written approval of the Supplier and the City Manager.
3. **Compensation and Payment.** This Agreement is for an amount not to exceed \$ 878,400.00, subject to authorized extensions and changes. Payments will be allowed in accordance with Attachment "B" Schedule of Pricing. Payment terms are net 30 days after the goods are provided or services are completed, as required or a correct invoice is received, whichever is later.

4. **Contract Administrator.** The contract administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement including deductions for non-performance and authorizations for payment. All of the Supplier's notices or communications regarding this Agreement must be directed to the Contract Administrator or designee ("Contract Administrator") as follows:

Will Creech  
Utilities-O.N. Stevens Water Treatment Plant  
13101 Leopard Street, Corpus Christi, TX  
Phone: (361) 826-1954 Email: williamc@cctexas.com

5. **Independent Contractor.** Supplier will perform the Services as an Independent contractor and will furnish such Supply in its own manner and method, and under no circumstances or conditions may any agent, servant or employee of the Supplier be considered an employee of the City.
6. **Insurance.** Insurance is not required for this Supply Agreement.
7. **Assignment.** No assignment of this Agreement or of any right or interest contained in this Agreement by the Supplier is effective unless the City Manager first gives its written consent to such assignment. The performance of this Agreement by the Supplier is of the essence of this Agreement, and the City's right to withhold consent to such assignment is within the sole discretion of the City on any ground whatsoever.
8. **Fiscal Year.** All parties recognize that the continuation of any contract after the close of any fiscal year of the City (the City's fiscal year ends on September 30th) is subject to appropriations and budget approval providing for such contract item as an expenditure in the budget. The City does not represent that said budget item will be actually adopted, as that determination is within the sole discretion of the City Council at the time of adoption of each budget.
9. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
10. **Governing Law.** This Agreement is subject to all federal, state and local laws, rules and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county or justice court in and for Nueces County, Texas.

11. **Subcontractors.** The Supplier may use subcontractors in connection with the Services to be performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the Contract Administrator unless such subcontractors were named and included at the time of bid. In using subcontractors, the Supplier shall be responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Supplier. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Supplier and its employees had performed the Services.
12. **Amendments/Extensions.** This Agreement may be amended only in writing and upon execution by authorized representatives of both parties. Such amendment will be in the form of a change order. Extensions to this Agreement will be at the sole discretion of the City and if offered to the Supplier will be mutually agreed to in the form of a bilateral change order.
13. **Termination.**
  - a. The City Manager may terminate this Agreement for Supplier's failure to perform the Services specified in this Agreement. Failure to keep any required insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Supplier 10 days written notice of the breach and set out a reasonable opportunity to cure. If the Supplier has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.
  - b. Alternatively, the City Manager may terminate this Agreement without cause upon 30 days written notice to the Supplier. However, the City may terminate this Agreement upon 24 hours written notice to the Supplier for Supplier's failure to pay or provide proof of payment of taxes, as set out in this Agreement.
14. **Taxes.** The Supplier covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request. Failure to pay or provide proof of payment is grounds for the City Manager to immediately terminate this Agreement.
15. **Certificate of Interested Parties.** Supplier agrees to comply with Texas Government Code Section 2252.908 and complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
16. **Notice.** Notice may be given by fax, email, hand delivery or certified mail, postage prepaid, and is received on the day faxed, emailed or hand-delivered and on the third day after postmarked by the U.S. mail if sent certified mail. Notice must be sent as follows:

IF TO CITY:  
**City of Corpus Christi**  
Attention: William Creech  
13101 Leopard Street  
Corpus Christi, Texas 78410  
Fax: 361-826-1954  
Email: williamc@cctexas.com

IF TO SUPPLIER:  
**Carus Corporation**  
Attention: Susan Buchanan  
315 Fifth Street  
Peru, Illinois 61354  
Fax: 815-224-6697  
Email: bids@caruscorporation.com

**17. Severability.** Each provision of this Agreement is considered to be severable and if, for any reason, any such provision or any part thereof, is determined to be invalid and contrary to any existing or future applicable law, such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part thereof had been omitted.

**18. INDEMNIFICATION. SUPPLIER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF PERSONAL INJURIES, INCLUDING THOSE RESULTING IN WORKERS' COMPENSATION CLAIMS OR DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF LOSS OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT AND REGARDLESS OF WHETHER THE INJURIES, DEATH, LOSS, OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL NOTICES, CLAIMS, AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL REASONABLY**

**SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.**

**19. Order of Precedence.** In the event of conflicts or inconsistencies between this Agreement and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority: this Agreement and its Attachments, the RFB documents including Addenda, the bid response.

**20. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

**SUPPLIER**

Signature:           Susan Buchanan          

Printed Name:           Susan Buchanan          

Title:                   VP, CFO                  

Date:                   May 9, 2016                  

**CITY OF CORPUS CHRISTI**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attached:**

Attachment A: Scope of Work

Attachment B: Schedule of Pricing

**Incorporated by Reference Only:**

Exhibit 1: RFB No. 118, RFB Sodium Permanganate Supply Agreement

Exhibit 2: Supplier's Bid Response

**Attachment A- Scope of Work**

**CITY OF CORPUS CHRISTI  
PURCHASING DIVISION  
BID SHEET  
BID EVENT NO. 118**

1 of 2

PAGE 1 OF 1

DATE: \_\_\_\_\_

**BIDDER**

**AUTHORIZED SIGNATURE**

1. Refer to "Instructions to Bidders" and Standard Purchase Terms and Conditions before completing bid.
2. Quote your best price, F.O.B. Destination, on each item.
3. In submitting this bid, Bidder certifies that:
  - a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices;
  - b. Bidder is an Equal Opportunity Employer; and
  - c. the disclosure of Interest information on file with the City's purchasing office, pursuant to the Code of Ordinances, is current and true.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
5.	Twelve-month Supply Agreement with option to extend for up to two (2) additional twelve-month periods, subject to the approval of the supplier and the City Manager, or designee.  40% Solution Sodium Permanganate  ***Unit of Measure is Wet Pounds (WB)***	720,000	WB		

**Attachment A- Scope of Work**

**Technical Specifications**

2 of 2

1. Assay- 39.5-41.0% as NaMnO<sub>4</sub>
2. pH- 5.0-8.0
3. Specific gravity- 1.36-1.39
4. Certified by the National Sanitation Foundation (NSF) to ANSI/NSF Standard 60 for drinking water treatment chemicals-health effects.
5. The product should meet the AWWA Standard B603-03; EN: 15482-2007



# Attachment B- Schedule of Pricing

## Event Line Response

Company: 1  
Supplier Group: 1  
Supplier Contact: 1

Event #: 118-0  
Supplier: 1274

Line #: 5  
Supplier Name: Canus Corporation

Supplier Contact Name: Samanba Pumo

### Line Response

#### Line Details

Description: \*\*\*Unit of Measure is Wet Pounds (WB)\*\*\*

Item:

Item Description: 40% Solution Sodium Permangana

Output Type: Blanket

Quantity: 720,000.0000

GTIN:

UOM: WB

Requested Delivery Date:

Manufacturer Code:

Division:

Manufacturer Number:

Commodity Code:

Commodity Description: CHEMICAL LABORATORY EQUIPMENT AND SUPPLIES

#### Line Response Information

Vendor Item: CARUSOLC

Vendor Item Description: 40% SOLUTION SODIUM PERMANGANA

Quantity: 720,000.0000

UOM: WB

UOM Detail: POUND

Unit Price: 1.22000 No Charge: No No Bid: No

Extended Price: 878,400.00

Delivery Date:

Response Comments: