



SUPPLY AGREEMENT NO. 747

THIS Liquid Cationic Polymer Supply Agreement ("Agreement") is entered into by and between Polydyne Inc. ("Supplier"), of Riceboro, Georgia, and the City of Corpus Christi, a Texas home-rule municipal corporation ("City") effective for all purposes upon execution by the City Manager or designee ("City Manager").

WHEREAS, Supplier has bid to provide Liquid Cationic Polymer in response to Request for Bid (RFB) No. 116 in accordance with the Scope of Work including Specification 1181, dated 09/29/2008 which RFB is incorporated by reference in this Agreement as Exhibit "1" and the Bid Response as Exhibit "2";

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

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

1. **Scope.** Supplier will perform Liquid Cationic Polymer in accordance with the **Scope of Work and Specification 1181 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 terms subject to the written approval of the Supplier and the City Manager.
3. **Compensation and Payment.** The total value of this Agreement is not to exceed \$ 345,390.00, subject to extensions and changes. Payment will be made for goods delivered and accepted by the City within 30 days of acceptance and receipt of an acceptable invoice. All pricing must be in accordance with the **Pricing/Bid Schedule as shown in Attachment "B"**.
4. **Quality or Quantity Adjustments.** Any quantities indicated on the Pricing/Bid Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements during the Agreement, nor do the estimates limit the City to ordering less than its actual needs during the Agreement, subject to availability of appropriated funds. Substitutions or deviations from product

requirements or specifications are prohibited without prior written approval of the Contract Administrator

5. **Release Order.** The City will exercise its right to specify time, place and quantity of products to be delivered in the following manner: Any City department or division may send to Supplier a purchase release order signed by an authorized agent of the department or division. The purchase release order will refer to this Agreement and products will remain with the Supplier until such time as they are delivered and accepted by the City.
6. **Inspection and Acceptance.** Any products that are delivered but not accepted must be corrected or replaced immediately at no charge to the City or a replacement may be bought on the open market and any costs incurred including additional costs over the item's bid price must be paid by the Contractor within 30 days of receipt of City's invoice.
7. **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, as follows:

Contract Administrator Name:	William Creech
Contract Administrator Department:	Water Utilities
Contract Administrator Address:	33101 Leopard Street, Corpus Christi, Texas
Contract Administrator Phone and Fax:	(361) 826-1954 williamc@cctexas.com
8. **Independent Contractor.** Supplier will perform the work hereunder as an independent contractor and will furnish such products 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.
9. **Insurance.** No insurance required for this procurement.
10. **Assignment.** No assignment of this Agreement or any right or interest herein 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.

11. **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 said 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.
12. **Waiver.** No waiver of any breach of any term or condition of this Agreement, or the Supplier's bid offer waives any subsequent breach of the same.
13. **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.
14. **Subcontractors.** The Supplier may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Supplier must obtain prior written approval from the **Contract Administrator** if the subcontractors were not named at the time of bid. In using subcontractors, the Supplier is 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 work.
15. **Amendments.** This Agreement may be amended only by written instrument signed by the parties. Such amendment will be in the form of a change order. Change orders may be used to modify quantities as deemed necessary by the City.
16. **Termination.** The City Manager may terminate this Agreement for Supplier's failure to perform the work 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.

Alternatively, the City may terminate this Agreement for convenience upon 30 days written notice to the Supplier. However, the City may terminate this Agreement on 24 hours written notice to the Supplier for failure to pay or provide proof of payment of taxes as set out herein.

17. **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.
18. **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.
19. **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 deposit 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

Polydyne Inc.

Attention: Mark Schiag
1 Chemical Plant Road
Riceboro, Georgia 31323
FAX: 912-880-2078
EMAIL: PolybidDpt@snfhc.com

20. **Extension.** This Agreement is subject to extension at the sole discretion of the City. If the City decides to extend the Agreement, it will be handled through a bilateral change order or amendment to the Agreement.
21. **Severability.** Each provision of the Agreement is considered to be severable and, if, for any reason, any such provision or any part hereof 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 hereof had been omitted.
22. **SUPPLIER AGREES TO 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 DEATH, PERSONAL INJURIES, PROPERTY LOSS OR DAMAGE OR ANY OTHER KIND OF 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 CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH 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 OR GROUP. SUPPLIER MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF SUPPLIER UNDER THIS SECTION SHALL**

SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

- 23. 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.
- 24. 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:
- a. this Agreement and its Attachments,
 - b. the bid solicitation documents including Addenda,
 - c. the Bid Response.

SUPPLIER

Signature:  _____

Printed Name: Mark Schlag _____

Title: Vice-President _____

Date: June 20, 2016 _____

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachments:

Attachment A: Scope of Work

Attachment B: Pricing/Bid Schedule

Incorporated by Reference:

Exhibit 1: RFB No. 116

Exhibit 2: Bid Response

ATTACHMENT A- SCOPE OF WORK

CITY OF CORPUS CHRISTI
MATERIALS MANAGEMENT

SPECIFICATION No. 1181
DATE: March 4, 2016 Rev
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Liquid Cationic Polymer per Specification 1181

SCOPE:

This specification covers poly(diallyldimethylammonium chloride), hereinafter abbreviated "polyDADMAC", for use in the treatment of potable (drinking) water. The polyDADMAC shall be an aqueous solution. Dry powder polyDADMAC will not be acceptable.

CONFORMANCE:

This Chemical must conform to:

- A. American National Standards Institute/American Water Works Association Standard for Poly(Diallyldimethylammonium Chloride) ANSI/AWWA B451-98.
- B. American National Standards Institute/National Sanitation Foundation Institute Standard for Drinking Water Treatment Chemical-Health Effects, ANSI/NSF 60.

Conformance to ANSI/NSF 60 must be obtained by certification of this product by an agency recognized by the Texas Natural Resource Conservation Commission.

Certification must be either included with the bid or be received by the City within (2) days of notice.

Safety Data Sheets (SDS) essentially similar to the U.S. Department of Labor form LSB-00 S-5 **shall be furnished with the bid documents.**

CERTIFICATE OF ANALYSIS:

A Certificate of Analysis must be furnished for each and every shipment. The Analysis is to contain the following information: a) PH: b) Viscosity: c) Specific Gravity: and d) % Active Polymer solids.

WEIGHING REQUIREMENTS:

Shipments shall be in approximately 25,000 wet ton gallons (50,000 pound) tank truck lots. Each shipment shall be weighed by local certified weighers before delivery and after unloading. The "weight ticket" or legible copies shall be promptly delivered by the truck driver to the City of Corpus Christi, Lead Operator on duty at the O.N. Stevens Plant, at 13101 Up River Road., Corpus Christi, Texas 78410.

Shippers must be equipped with 3 inch Kam-Lok type female connection fittings to connect to the City's storage facilities. The City will not supply air, hoses or any connection fittings to the truck drivers. Deliveries shall be made to the City's storage facility within seven (7) days of order placement. Deliveries shall be made only between the hours of 7:00 A.M. CT and 6:00 P.M. CT Monday thru Friday. Weekend hours are from 9:00

A.M. CT to 4:00 P.M. CT on Saturday and Sunday. Deliveries outside these hours will not be accepted until the scheduled delivery hour of the following day.

MATERIAL REQUIREMENTS:

The estimated annual requirement for **polyDADMAC** is 435 tons. This quantity is based on treating 27,500,000,000 gallons of water at a dosage of 13 pounds per million gallons.

OWNERSHIP:

City's ownership of the **polyDADMAC** shall begin, and successful bidder's ownership shall cease, upon the unloading of the **polyDADMAC** into the City's storage facilities.

OSHA AND TRAINING:

Any material supplied must comply with all requirements and standards of the Occupational Safety and Health Act. All appropriate markings shall be in place before delivery. Items not meeting OSHA specifications will be refused. Successful Bidder, at its expense, shall provide training to City employees in the safe handling, storage and use of the material on a semiannual basis at the convenience of the City, to be arranged with the Plant Supervisor. This training shall include a DVD presentation of sufficient length to visually portray the proper procedures for handling storage and use of **polyDADMAC**. Also, all information continued on the SDS shall be thoroughly covered.

REJECTION:

The City shall have 30 days to notify the Supplier of the City's dissatisfaction with a shipment of **polyDADMAC**. The City reserves the right to reject a shipment when one or more of the specified parameters do not meet the specifications. The **polyDADMAC** shall meet the following requirements.

Percent Active PolyDADMAC Solids: **30% to 50%.**

Viscosity Range: **1500 to 3500 cps (centipoise).**

Molecular-Weight Range: **150,000 to 300,000.**

Homogeneity of Molecular Weight: **+/- 50,000.**

Repeating Monomeric Unit: **Dimethyl.**

Specific Gravity: **1.06 to 1.09.**

pH Range: **5.0 to 8.0.**

SAMPLE TO BE SUBMITTED

A one (1) liter sample of the material shall be furnished as part of the bid package for analysis by the City of Corpus Christi. The Material may be shipped directly to the Plant Supervisor III, O.N. Stevens Water Treatment Plant, 13101 Up River Road, Corpus Christi, TX 78410 (This is a physical address and is not for U. S. Mail usage). The U. S. Mail address is Plant Supervisor III, O.N. Stevens Water Treatment Plant, City of Corpus Christi, P. O. Box 9277, Corpus Christi, TX 78469-9277. An Affidavit of Compliance, issued by the manufacturer, must be submitted with the sample. The Affidavit of Compliance is to state that the Poly (Diallyldimethylammonium Chloride) furnished complies with all applicable requirements of ANSI/AWWA B451-92.

PAYMENT ADJUSTMENTS:

1. Payment for deliveries by the vendor shall be based on the percent of active polymer solids of PolyDADMAC of each load as compared to the bid as shown in the following examples.

EXAMPLE No. 1

Delivered Quantity = 25 Tons
Bid Price = \$100.00 per Ton
Bid active polymer solids o PolyDADMAC = 40%
Actual delivered active polymer solids of polyDADMAC = 30%
 $25.000 \text{ Tons} \times \$100.00 \times 30\%/40\% = \$1,875.00$

EXAMPLE No. 2

Delivered Quantity = 25 Tons
Bid Price = \$100.00 per Ton
Bid active polymer solids o PolyDADMAC = 40%
Actual delivered active polymer solids of polyDADMAC = 40%
 $25.000 \text{ Tons} \times \$100.00 \times 40\%/40\% = \$2,500.00$

EXAMPLE No. 3

Delivered Quantity = 25 Tons
Bid Price = \$100.00 per Ton
Bid active polymer solids o PolyDADMAC = 40%

Actual delivered active polymer solids of polyDADMAC = 50%
 $25.000 \text{ Tons} \times \$100.00 \times 50\%/40\% = \$3,125.00$

2. When a conflict arises between the City of Corpus Christi Specifications and the ANSI/AWWA Standard B451-92, the City of Corpus Christi requirement shall prevail.

3. The estimated quantity of 40% active polymer material needed is based on the amount required to treat approximately 27,500,000,000 gallons of water using a dosage of 3.8 mg/l.

EXAMPLE No. 4

Dosage = 3.8 mg/l

Active polymer solids = 40%

$27,500,000,000 \text{ gallons} \times 3.8 \text{ mg/l} \times 8.34 \text{ lb/gal} \times L/1,000,000 \text{ mg} = 870,000 \text{ lbs}$ or rounded to the nearest 10
Tons = 435 Tons.

NOTE:

If a material containing less than 40% active polymer solids is provided, a greater quantity of material will be required.

If a material containing more than 40% active polymer solids is provided, a lesser quantity of material will be required.

ATTACHMENT B- SCHEDULE OF PRICING

**CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BID SHEET
BID EVENT NO. 116**

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DATE: 3/24/16

Polydyne Inc.

BIDDER


AUTHORIZED SIGNATURE Mark Schlag, Vice-President

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.

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
2.	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. Liquid Cationic Polymer Clarifloc C-318	435	TN(S)	\$794.00	\$345,390.00