



**THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT**

Post Office Box 2451
Daytona Beach, Florida 32115-2451

Phone (386) 671-8080
Fax (386) 671-8085

RENEWAL OF QUOTE

July 9, 2018

gcotter@nalco.com

Nalco Company, LLC
Attn: Geoffry Cotter, District Acct Manager
1601 West Diehl Road
Naperville, IL 60563

Re: Renewal of 9917-0120 – HVAC CHEMICAL WATER TREATMENT

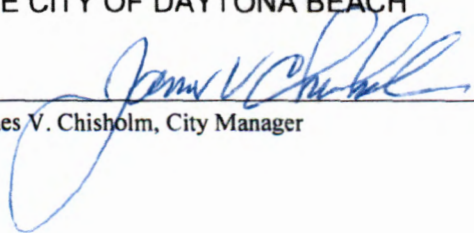
Dear Geoffry Cotter:

Nalco Company, LLC is currently providing HVAC CHEMICAL WATER TREATMENT to the City of Daytona Beach under an agreement entered into by the two parties by the above referenced bid. The agreement allows the City the option to renew for up to 4 additional one year terms with written notice by the City. The estimated cost of this quote is \$845.00 monthly and \$ 10,140.00 annually.

As part of this second renewal Daytona Beach City Hall will be added at the same unit price as stated in the quote equaling \$83 per month / \$996 annually.

The City of Daytona Beach desires to exercise the second of four annual renewal options to have this service continued by Nalco Company, LLC for the period effective January 12, 2018 through January 11, 201~~8~~₉ under the same terms and conditions.

THE CITY OF DAYTONA BEACH


James V. Chisholm, City Manager

7-11-18
DATE

Nalco Company Water Treatment Program

Ship To Customer: City of Daytona Beach	Start Date: 7/1/2018
Ship To Address: 301 South Ridgewood	End Date: 6/30/2019
City, State, Zip: Orlando	
Attention: Joseph Paul	
Phone #: 386-671-8743	
Billing Frequency Monthly	
Bill To Customer: City Of Daytona Beach	Tax Status Tax
Bill To Address: 301 S Ridgwood Ave.	Tax Certificate Required
City, State, Zip: Daytona Beach, Florida	SBU: IS
Phone #:	SINC Code: 19.01.00
P.O. #: Water Treatment	Sold To #: 500097733
MSDS Address: Ship To Address	<i>for internal use:</i>
Receiving Hours: M-F 8:00AM - 3:00PM	Agreement #:

Scope of Work

Chemicals Provided

Property	Systems	Annual Price
Valor PD.	Chilled Closed Loop	996.00
Peadody	Cooling Tower, Chilled Closed Loop, Hot closed Loop	7,152.00
Schnebly	Chilled Closed Loop	996.00
Daytona City Hall	Hot Closed Loop	996.00
Total		10,140.00

Routine Service Provided

Service	Description	# of Visits
Monthly		12

Additional Services Provided

Service	Description	Qty

Equipment Identification	Description	Quantity
3DT-CWS220.88	Controller, Dual Dispencer, Oxi-Slugger, Non-Oxidizer Slugger.	Included

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Services Provided	
Service Description	Frequency
Chemical delivery service	each order
Business review	annually
Chemical transfer service	each delivery

Total Billing Amount: \$ 10,140.00

Amount to be billed 12 invoice(s) \$ 845.00 each due upon receipt.

Tax not included. Billing amount subject to change upon renewal.

Terms and conditions per Nalco invoice apply

Equipment Terms: For Nalco-owned equipment furnished to Customer for its use, the following applies:
 a) Equipment shall remain sole property of Nalco. b) Customer shall use the "Equipment" only with products approved by Nalco and operate the "Equipment" in accordance with Nalco's recommendations. Customer assumes risk or loss, damage, or liability arising from its use of "Equipment". c) "Equipment" shall be promptly returned to Nalco upon termination of this agreement and shall be returned in the same condition as received, ordinary wear and tear accepted.

Customer: _____ Nalco Company: _____
 Title: _____ Title: _____
 Date: _____ Date: _____

Nalco Sales Rep: Robert Klein District: IS 121 Territory: 8

Nalco Company Water Treatment Program

Customer: City of Daytona Beach (CONTINUED) _____

Supplemental Equipment Provided		
Equipment Identification	Description	Quantity

Terms and Conditions of Sale

NALCO COMPANY LLC (“NALCO”) GENERAL TERMS AND CONDITIONS

1. **THE PROGRAM:** Customer agrees to purchase from Nalco all of Customer’s requirements for water hygiene services, equipment, remediation protocols and related services (“**Service(s)**”) pursuant to the Agreement to which these General Terms and Conditions are included (“**Agreement**”). Customer acknowledges that the ultimate success of the program set forth in this Agreement (the “**Program**”) is dependent upon the Customer’s reasonably diligent application of the Program in accordance with Nalco’s instructions. Nalco shall not be liable for any failure caused by Customer’s lack of diligence or failure to follow Nalco instructions.

2. **ACCEPTANCE:** Customer accepts all of the terms and conditions set forth in this Agreement, and agrees that any different terms or conditions contained in Customer’s purchase orders or other documents shall not modify this Agreement, notwithstanding any acknowledgment or acceptance of such documents by Nalco.

3. PRICE AND PAYMENT:

(a) If pricing is not set forth elsewhere in this Agreement, then the price for any order shall be the price in effect on the date of acceptance of the order by Nalco.

(b) Payment terms shall be net 30 days unless specifically changed elsewhere in this Agreement and payment shall be in lawful money of the United States, without deduction or offset. Past due invoices are subject to a late fee equal to the lesser of one and one-half percent per month or the highest rate permitted by law.

(c) The price of the Services are shown above (except for facilities located in Hawaii or Alaska, which may be subject to additional freight charges). Unless otherwise agreed in the Agreement, the price will remain fixed for the first 12 months of this Agreement at which time and annually thereafter; Nalco may adjust the pricing annually.

4. WARRANTIES AND LIMITATION ON LIABILITY:

(a) Nalco warrants that Services provided as part of the Program will be performed in a good and workmanlike manner using individuals with reasonable expertise and experience. Nalco will perform such Services in accordance with sound generally accepted practices in effect at the time of performance. Where the Customer has commissioned any Water Hygiene Service on short notice, Nalco will use its reasonable efforts to perform such services in the timeline described in the service proposal.

(b) Nalco makes no warranties or guarantees with respect to water system biohazards from waterborne pathogens including but not limited to Legionella bacteria. Nalco does not and cannot make any guarantee or warranty that the risk of the presence of *Legionella* or the risk of legionellosis has been reduced or eliminated by reason of the Program

(c) Because many factors affect Product application and performance, Nalco will be relying on information provided by Customer concerning its facility, operations and systems to develop a Program suitable for Customer’s needs. Customer shall be responsible for the accuracy of the information provided to Nalco, and Nalco assumes no liability or obligation for any technical advice, services or products provided by Nalco based on incorrect information from Customer. Customer is responsible for designating appropriate places in its facilities and processes for feeding and storing chemical products, installing equipment products and conducting related sampling and testing activities.

(d) ***Nalco shall not be liable for any incidental, consequential, indirect or special damages, including, but not limited to, lost profits and lost production, whether arising under breach of warranty or***

but not limited to, lost profits and lost production, whether arising under breach of warranty or contract, negligence, strict liability or other tort, indemnity or any other theory of liability. In any event, Nalco's liability for any and all claims, damages and causes of action arising out of the sale, use, storage, delivery or non-delivery of any Product or equipment, performance of any services or any warranty shall be limited to the price (including freight charges if paid by Customer) paid to Nalco for such Product.

(e) EXCEPT FOR THE TITLE WARRANTY, THE FOREGOING WARRANTIES ARE EXCLUSIVE AND NALCO MAKES NO OTHER WRITTEN, ORAL, EXPRESS OR IMPLIED WARRANTIES. NALCO SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDIES FOR BREACH OF ANY WARRANTY SHALL BE LIMITED TO THOSE REMEDIES DESCRIBED ABOVE.

5. INDEMNIFICATION: With respect to matters related to this agreement, each party as indemnitor agrees to hold the other party harmless from damages, claims, liabilities and costs alleged or brought by third parties for personal injury, including death, or physical property damage and caused by the negligence or misconduct of the indemnitor. In the event of a Claim arising out of the joint negligence or willful misconduct of the parties, Customer and Nalco shall be liable to each other and to any damaged third party in proportion to their relative degree of fault. . Nalco accepts no liability for any penalties or fines assessed by the City of New York, the State of New York or any other government or agency.

6. INSURANCE:

(a) Nalco agrees to procure and at all times maintain, for the duration of the contract, policies of insurance of the types and in the minimum amounts as follows:

(1) Statutory Workers' Compensation or its equivalent and Employers Liability with minimum limits of \$2,000,000 U.S. in full compliance with all federal, province, state and/or local laws.

(2) Commercial General Liability Insurance with a minimum limit of \$2,000,000 U.S. Coverage shall include broad form property damage, product/completed operations, independent contractor's liability, blanket contractual liability, personal injury and employees as additional insured.

(3) Automobile Liability Insurance covering owned, non-owned and hired vehicles with a minimum limit of \$2,000,000 U.S.

(b) Upon request, Nalco shall provide Customer with a certificate of insurance confirming the insurance coverage described above

(c) Should Nalco subcontract any work, Nalco is obligated to ensure that each subcontractor, at a minimum, meets the above insurance requirements.

7. COMPLIANCE WITH LAWS: Nalco shall comply with all national and state laws and regulations applicable to Nalco's performance of the Services, and all amendments thereto, including, where applicable, the Fair Labor Standards Act of 1938. Customer is responsible for compliance with all environmental, health and safety regulations regarding its facility, operations, and equipment, including without limitation any New York City or New York State laws, rules and regulations with respect to waterborne pathogens including *Legionella*.

8. TERMINATION: Either party may terminate this Agreement if (a) the other party fails to perform or meet a material obligation under this Agreement and (b) such default is not cured within 45 days after written notice of the failure If Customer fails to make a payment when due or Customer's financial condition becomes unsatisfactory to Nalco, then Nalco, at its option, may (a) withhold future performance until Customer cures the default or improves its financial condition to Nalco's satisfaction; (b) require payment in advance; or (c) terminate this Agreement. As a condition of termination of this Agreement for any reason Customer shall pay Nalco the applicable amount set forth in the Agreement.

9. MISCELLANEOUS:

(a) This Agreement shall be governed by the Uniform Commercial Code and other laws of Illinois, and not by the United Nations Convention for the International Sale of Goods. Customer agrees that the courts in the county of DuPage, Illinois have non-exclusive jurisdiction for the resolution of disputes with respect to this Agreement

with respect to this Agreement.

(b) Customer shall inform Nalco of any special or unusual safety precautions that should be taken because of conditions in Customer's plant or process.

(c) All prior and contemporaneous proposals, negotiations and agreements, written and oral, with respect to the transactions contemplated herein are merged into this Agreement, which constitutes the entire agreement between Customer and Nalco with respect to such transactions. This Agreement may not be altered, modified or amended except pursuant to a writing signed by both Customer and an authorized representative of Nalco.

(d) Nalco shall be entitled to subcontract portions of the work to be performed under this Agreement provided that the subcontractor shall be acceptable to the Customer.