

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:
3/1/10 – 2/28/11

Contract No.:
403-10368

Master Blanket:
N/A

Awarded Vendor:
Harcros Chemicals, Inc.
5132 Trenton Street
Tampa, FL 33619

Delivery: 2-7 Days
Payment Terms: Net 30

Attn: Thomas Hillyer
813-247-4531
Fax 813-247-7917
Email: thillyer@harcros.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
City Commission Approval: 12/1/09 Pur-1 CAR 09-1609
Extension Options: Yes No Years: 3, 1 yr extensions

HYDROFLUOSILICIC ACID

Full truckloads \$ 0.3475 / pound
Pricing based on 23% analysis

Less than full truckloads \$ 0.375 / pound
Pricing based on 23% analysis

Demurrage rate \$ 75.00 / hour

Pricing is delivered

Department Contract Co-Ordinator: Rick Johnson, Public Works, (954) 828-7865

Procurement Specialist: Robert McKenney, CPPB

THIS AGREEMENT, made and entered into this 1st day of December, 2009, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Harcros Chemicals Inc., a Florida corporation ("Contractor"), whose address and phone are 5132 Trenton Street, Tampa, FL 33619, Phone 813-247-4531, Fax: 813-247-7917.

WHEREAS, the City issued Invitation to Bid Number 403-10368 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on December 1, 2009, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB. (Pur-1, CAR 09-1609)

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City Hydrofluosilicic Acid in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning 3/1/10 and ending 2/28/11 for the requirements listed above.

2. This contract form, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form;
Second, any and all addenda to the City's ITB in reverse chronological order;
Third, the ITB;
Fourth, the Contractor's response to any addendum requiring a response;
Fifth, the Contractor's proposal in bid to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

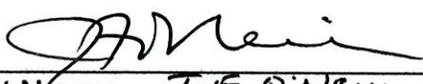
8. Special Conditions: Section 5.08, Page 21, insert into line 4...directly or indirectly out of the work agreed to or performed by contractor, except those caused by the City, under the terms of any agreement that may arise due to the bidding process.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

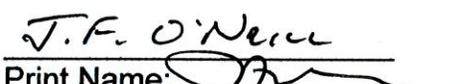
By: 
Director of Procurement Services

CONTRACTOR

By: 
Print Name: J.F. O'NEIL

Title: SENIOR VP
(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

ATTEST:


Print Name: J.F. O'NEIL
Title: SECRETARY
(Secretary for corporation;
member or manager for L.L.C.)