

Chemical Service Agreement

THIS AGREEMENT is made on the 7th of February, between the City of Dania Beach (hereinafter referred to as "City") and The Dumont Company, Inc. (hereinafter referred to as "Contractor").

It is mutually agreed between City and Contractor as follows:

1. Duration and Termination

This Agreement shall continue in effect for one Year, commencing 2012. With Three (3) renewal options, renewals shall be agreed on by both parties. If the city elects not to renew after the first year and chooses to keep the installed equipment they must pay the contractor the sum of \$6010.66.

2. Performance

Contractor agrees to perform services as a certified manufacturing facility for drinking water chemicals. Contractor's duties include but not limited to: providing the below for the drinking water system treatment, with technical assistance as follows:

Zinc Orthophosphate	\$11.09 per gallon (\$0.95 per lb)
Anti-scalant	\$20.20 per gallon (\$2.00 per lb)
Sodium hydroxide 50%	\$2.95 per gallon (\$.231 per lb)
Hydrofluosilicic Acid 23%	\$3.10 per gallon (\$.31 per lb)

The Dumont Company will provide storage tanks and transfer pumps as listed below:

Zinc Orthophosphate	(2) 325 gallon tanks
Anti-scalant	(2) 325 gallon tanks
Sodium hydroxide 50%	(2) 325 gallon tanks
Hydrofluosilicic Acid 23%	Client has a gallon storage tank

3. Time of Service

Services under this agreement will be provided by the contractor Monday – Friday, at the City's preference of time of day, at regularly scheduled deliveries coordinated with the City. Contractor requires a 3 to 5 business day request for placing orders under normal conditions, emergency request will be handled on a as needed basis.

4. Cost

a. The cost for each product is listed below based on quantities listed.

Zinc Orthophosphate	\$11.09 per gallon (\$0.95 per lb)
Anti-scalant	\$20.20 per gallon (\$2.00 per lb)
Sodium hydroxide 50%	\$2.95 per gallon (\$.231 per lb)
Hydrofluosilicic Acid 23%	\$3.10 per gallon (\$.31 per lb)

b. Payment will be made by the City on a 30 day basis for the services and products supplied by invoice amount.


5. Compliance With Laws & Regulations

Contractor agrees as a condition of City's duty to perform under terms of this agreement, to be in compliance with all applicable laws and regulations of the State and Federal governments.

6. Entire Agreement

This agreement contains the entire contract between the parties, and any representations that may have been made before the signing of this agreement are nonbonding, void, and of no effect. Neither party has relied on such prior representations in entering into this Agreement. This Service Agreement quote is an agreement with the Southeast Co-op.

This agreement is executed by the parties as of the date stated at the beginning of the agreement.

City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, FL 33004	The Dumont Co., Inc. 381 S. Central Ave., Oviedo, FL 32765 www.dumontchemicals.com
By:	By: 
Date:	Date: 1-27-12