

AGREEMENT OF CITY OF SUNRISE FLORIDA
TO ENTER INTO A CONTRACT BASED ON AWARD
BY ANOTHER ENTITY

THIS AGREEMENT OF CITY OF SUNRISE FLORIDA TO ENTER INTO CONTRACT BASED ON AWARD BY ANOTHER ENTITY (“Contract”) is entered into by the City of Sunrise Florida, a Florida municipal corporation (“City”) and Shrieve Chemical Company, a Texas corporation (“Contractor”) based on the terms, conditions and prices of the City of West Lake Worth award of (“Agreement”) to Shrieve Chemical Company dated October 17, 2017 and resulting from **Invitation for Bid 17-109 for 93% Sulfuric Acid – Purchase and Delivery**. The term of the Contract shall be from the date of execution through October 16, 2019, with an option for two additional twelve (12) month renewals upon the mutual agreement of both parties. Contractor is hereby retained to provide 93% Sulfuric Acid utilizing the City of Lake Worth, FL agreement which is attached hereto as Exhibit “1” and incorporated herein with the following exceptions:

1. Pricing table

IFB 17-109	City of Lake Worth Price (per First Amendment/Renewal)	City of Sunrise Price (\$10 freight adjustment per dry ton added)
TOTAL COST PER GALLON OF SODIUM SULFURIC ACID DELIVERED - TRUCKLOAD	\$1.13/GALLON	\$1.21/GALLON

2. All references to Lake Worth, FL shall be replaced with City of Sunrise, FL, where applicable.
3. Public Records. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701, Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the services provided hereunder; (b) upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

4. Governing Law. This Contract shall be governed by the laws of the State of Florida. Should the parties be involved in legal action arising under, or connected to this Contract, each party will be responsible for their own attorneys' fees and costs. Notwithstanding Section 20 of Agreement, the venue for any litigation under or related to this Contract will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge, if necessary.
5. The City of Sunrise reserves the right to renew the Contract as the awarding government issues renewals.
6. Discriminatory Vendor List. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

7. Non-Discrimination. Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identity, sexual orientation, age, disability/handicap, religion, family or income status.

8. Scrutinized Company.

(a) Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

(c) Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria.

9. Electronic Recordkeeping. Contractor certifies its services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

10. Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act (ADA), 42 U.S.C. §

12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11. ADA Compliance. Upon request, Contractor will provide the City with any accessibility testing results and written documentation verifying accessibility for documents delivered by the Contractor to the City, as well as promptly respond to and resolve accessibility complaints.
12. Pollution Legal and Remediation Liability. Contractor agrees to maintain Third-Party Pollution Legal and Remediation Liability at a limit of liability not less than \$1,000,000 Each Occurrence \$2,000,000 Annual Aggregate. The Contractor agrees the policy shall include a minimum three (3) year discovery (tail) reporting period, and a retroactive date that equals or precedes the effective date of the Contract, or the performance of Work hereunder. In the event the policy is cancelled, non-renewed, switched to an occurrence form, retroactive date advanced, or any other event triggering the right to purchase a supplemental extended reporting period (SERP) during the life of this Contractor, Contractor agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Contractor of the obligation to provide replacement coverage. The Contractor agrees the Self-Insured-Retention shall not exceed \$25,000. This coverage may be provided on a Per-Project Basis. The Third-Party Pollution Legal and Remediation Liability shall be endorsed to include City as an Additional Insured.
13. As set forth in Section 22.1 of the Agreement, notice to the City under this Contract shall be sent to:

John Curran, Acting Procurement Manager
City of Sunrise
Purchasing Office
10770 West Oakland Park Boulevard, Third Floor
Sunrise, FL 33351

with copy to:

City Attorney
City of Sunrise
City Attorney's Office
10770 West Oakland Park Boulevard, Third Floor
Sunrise, FL 33351

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals effective as of the date this Contract is fully executed by the parties.

SHRIEVE CHEMICAL COMPANY

CITY OF SUNRISE

By: _____

By: _____

Printed Name: Chris Burns

Print Name: John Curran

Title: Marketing Manager- Southeast US

Title: Acting Procurement Manager

Date: _____

Date: _____