

**13. CONSENT AGENDA**

- k. Approve purchase of sodium hypochlorite from Dumont Company, Inc., at a cost of \$0.95/gallon for the Donax plant and \$1.40/gallon for the Wulfert plant for one year (total estimated to be \$80,700. This project is included in the FY09 budget, therefore there is no budget increase)

## Memorandum

DATE: July 21, 2009  
TO: City Council  
THROUGH: City Manager Judie Zimomra  
FROM: Public Works Director Gates Castle *JDC*  
RE: Sodium Hypochlorite (Chlorine) for Water Reclamation Plants

RECOMMENDATION: Approve purchase of sodium hypochlorite from Dumont Company, Inc. at a cost of \$0.95/gallon for the Donax plant and \$1.40/gallon for the Wulfert plant for one year.

The Donax and Wulfert Water Reclamation Facilities each use sodium hypochlorite (chlorine) during the treatment process for disinfection. The City currently purchases this chemical from the Dumont Company at a cost of \$0.95/gallon and \$1.40/gallon, respectively for the Donax and Wulfert plants. The contract to purchase this chemical expired on June 30, 2009.

On March 12, 2006, an advertisement for bids to supply the sodium hypochlorite appeared in the Ft. Myers News-Press. The Dumont Company submitted the only bid in the amount of \$0.85 and \$1.30/gallon, for the first year (2006) and \$0.90 and \$1.35/gallon the second year (2007) and \$0.95 and \$1.40/gallon for the third year (2008) to supply the Donax and Wulfert facilities respectively with sodium hypochlorite. Dumont has agreed to hold their 2008 prices for an additional year.

The annual usage at the Donax plant is 82,000 gallons, while 2,000 is used annually at Wulfert, therefore, the total annual cost of sodium hypochlorite will be approximately \$80,700 at these rates.

Staff recommends that Council approve the purchase of sodium hypochlorite from the Dumont Company at a cost of \$0.95/gallon for the Donax Reclamation facility and \$1.40/gallon for the Wulfert facility for a one-year period, beginning July 1, 2009 and authorize the City Manager to execute the contract (copy attached). Funding is available in Fund 450 (Utility Division) for the chemical.

CC: Finance Director Sylvia Edwards  
City Attorney Ken Cuyler

## CONTRACT

THIS CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the CITY OF SANIBEL, FLORIDA, a Florida municipal corporation, hereinafter called the "CITY" and DUMONT COMPANY, INC., a Florida corporation, hereinafter called "CONTRACTOR".

NOW, THEREFORE, in consideration of the covenants set forth below, acknowledged by the parties to be sufficient consideration, CITY and CONTRACTOR hereby agree as follows:

1. The CONTRACTOR will supply sodium hypochlorite (Chlorine) to the City's two wastewater plants, following all applicable Federal, State and Local Laws.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described herein.
3. The CONTRACTOR will provide this service commencing July 1, 2009 through June 30, 2010. This Contract, fully executed, will serve as Notice to Proceed.
4. The CONTRACTOR agrees to charge and the CITY shall pay for such services, at the rate of \$0.95 per gallon of chlorine delivered to the Donax facility and \$1.40 per gallon of chlorine delivered to the Wulfert facility.
5. The scope of this CONTRACT will be to provide approximately 84,000 gallons of chlorine.
6. Payments by CITY to CONTRACTOR, for services provided under this Contract, shall be made according to the Sanibel Prompt Payment Policy, Sec. 2-306 Sanibel Code.
7. No deviation from the CONTRACT Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
8. INDEMNIFICATION AND HOLD HARMLESS

CONTRACTOR agrees to indemnify and hold the CITY, its agents, employees and officials, harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by the CONTRACTOR'S negligent acts, errors, or omissions arising out of CONTRACTOR'S performance of, or in any way connected with, CONTRACTOR'S services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient.

9. INSURANCE

During the performance of the services under this Contract, CONTRACTOR shall maintain the following insurance:

Comprehensive General Liability Insurance for all operations including, but not limited to, contractual, products and completed operations, and personal injury. The limits shall be not less than \$1,000,000 Combined Single Limits (CSL) or its equivalent.

Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limits (CSL) or its equivalent.

Workers' Compensation Insurance for all employees at the work location and, if subcontracted, subcontractor to provide Worker's Compensation for all its employees. The limits shall be in accordance with statutory requirements and Employers' Liability Insurance, and \$1,000,000 for Employers Liability.

CITY shall be provided Certificates of Insurance prior to commencing operations under this Contract as verification of such coverage. The insurance shall contain a provision, which forbids any changes or material alterations in the coverage without providing thirty (30) days prior written notice to the CITY. The City shall further be added as an additional insured.

10. TERMINATION FOR CAUSE

The obligation to provide further services under this Contract may be terminated by either party upon three days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

11. TERMINATION WITHOUT CAUSE

The CITY may cancel this Contract, with or without cause, upon at least five days prior written notice to the other party. In the event of such termination, CONTRACTOR shall be paid for all chlorine delivered in accordance with the terms of this Contract at the rate set forth in Paragraph 4 of this Contract.

12. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

CITY:  
CITY OF SANIBEL

By: \_\_\_\_\_  
Judith A. Zimomra  
City Manager

ATTEST:

\_\_\_\_\_  
Pamela Smith, City Clerk

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Kenneth B. Cuyler, City Attorney

