

AGREEMENT TO PIGGYBACK CONTRACT FOR
PURCHASE AND DELIVERY OF CARBON DIOXIDE

The Town of Highland Beach (“Highland Beach”), with an address at 3616 S. Ocean Blvd, Highland Beach, FL 33487 enters this Agreement to Piggyback Contract for Purchase and Delivery of Carbon Dioxide (the “Agreement”) with Airgas USA, LLC (“Airgas”), with an address at 5249 Tampa West, Blvd., Tampa, FL 33634, under the terms and conditions hereinafter provided. Highland Beach and Airgas agree as follows:

1. Airgas entered into an agreement dated August 2, 2021 with St. John’s County, Florida, a political subdivision of the State of Florida, Master Contract #21-MCC-AIR-13407, for the supply of carbon dioxide by Airgas to St. John’s County (the “St. John’s Contract”).
2. Highland Beach represents that it has the ability to piggyback onto the existing St. John’s Contract, and Highland Beach desires to piggyback onto such contract to provide for Airgas to supply carbon dioxide as provided herein.
3. The St. John’s Contract is incorporated herein by reference and is attached as Exhibit “A” to this contract. All of the terms and conditions set out in the St. John’s Contract are fully binding on the parties and such terms and conditions are incorporated herein.
4. Notwithstanding the requirement that the St. John’s Contract is fully binding on the parties, the parties have agreed to modify certain provisions specific to the supply of carbon dioxide to Highland Beach as follows:
 - a. Unit Price is \$0.245 per pound or \$489.25 per ton
 - b. Delivery is \$90.00/delivery and hazmat is \$50.00/delivery
 - c. Highland Beach shall be charged a Restricted Access fee of \$200.00, unless Contractor is given 120 hours per week access to the delivery site, or 24 hours 7 days a week access to the delivery site.
 - d. Highland Beach may elect, for a \$65.00 per month fee, to install a telemetry unit for monitoring tank levels. Use of this option shall place Highland Beach on a forecasted schedule that will signal Contractor when tanks are down to approximately 30% capacity. Highland Beach must make arrangements with Contractor for installation of telemetry monitoring.
 - e. If Highland Beach does not make use of the telemetry monitoring services, Contractor shall also charge a call in fee of \$75.00.
 - f. Any notices under the Agreement required to be sent to “County” shall, with respect to this Agreement and Highland Beach, be sent to Highland Beach at the address specified above.
5. All other provisions in the St. John’s Contract are fully binding on the parties and will represent the agreement between the Highland Beach and Airgas.

Entered this day of _____

Town of Highland Beach. (Buyer)
Accepted By: _____
Printed Name: _____
Title: _____

AIRGAS USA, LLC (Seller)
Accepted By: _____
Printed Name: _____
Title: _____

EXHIBIT "A"
Original Government Contract