

**AGREEMENT FOR THE SUPPLY OF  
SODIUM HYPOCHLORITE (12.5%) FY2025  
PROJECT# 11443**

**THIS AGREEMENT FOR SUPPLIES PROCUREMENT** is made this 13th Day of August, 2024, and entered into by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "City", 33 East Broadway Avenue, Meridian, Idaho 83642, Dubois Chemicals, Inc., hereinafter referred to as "Supplier", whose business address is 3630 E. Kemper Rd., Sharonville, OH 45241.

**INTRODUCTION**

WHEREAS, the City has a need for Sodium Hypochlorite (12.5%) FY2025 per established specifications; and

WHEREAS, the Supplier is specially trained, experienced and competent to provide/supply and has agreed to supply such chemical;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties agree as follows:

**TERMS AND CONDITIONS**

**1. Equipment / Supply Specifications & Requirements:**

1.1 Supplier shall supply the equipment, supplies and services to the City upon execution of this Agreement and receipt of the City's written notice to proceed, all items, and comply in all respects, as specified in the Invitation to Bid titled "Sodium Hypochlorite (12.5%) FY2025" and suppliers bid dated by which by this reference are incorporated herein, together with all addendums issued.

1.2 The Supplier shall provide all equipment and services under this Agreement consistent with the requirements and standards established by applicable federal, state and city laws, ordinances, regulations and resolutions and the UCC. The Supplier represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement.

## 2. Consideration

2.1 The Supplier shall be compensated on a fixed price basis as provided in Exhibit B "Agreement Pricing Schedule" hereto and by reference made a part hereof, for the Not-To-Exceed Price Per Gallon amount of **\$4.52**.

2.2 The Supplier shall provide the City with a detailed invoice upon delivery of all equipment and supplies, which the City will pay within 30 days of receipt of a correct invoice and approval by the City Project Manager. The City will not withhold any Federal or State income taxes or Social Security Tax from any payment made by City to Supplier under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Supplier.

2.3 Except as expressly provided in this Agreement, Supplier shall not be entitled to receive from the City any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement., including, but not limited to, meals, lodging, transportation, drawings, renderings or mockups. Specifically, Supplier shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.4 Price per gallon is fixed and agreed firm for the entire first year of FY2025 including any subsequent years thereafter. Any proposed pricing modification to Exhibit B "Agreement Pricing Schedule" will not be more than up to two (2) percent allowable once annually and must be documented and approved in writing in the form of an executed amendment(s) or change order(s) if mutually agreeable by both parties. In the event both parties cannot agree on a pricing modification per the foregoing sentence, then either party may terminate this Agreement upon thirty (30) days' prior written notice to the non-terminating party without further liability to either party.

## 3. Invoices

Invoices shall be rendered in duplicate and shall include: (1) Purchase Order number; (2) pricing; (3) quantity; (4) description; (5) any sales taxes or use taxes as separate items, giving permit number authorizing collection of use taxes; (6) point of shipment; (7) method and class of shipment; (8) complete routing of shipment; and (9) whether transportation expense has been prepaid. Seller/Contractor/Contractor agrees to make a separate invoice for each order and shipment. Unless otherwise expressly provided in the

Purchase Order, all taxes, duties, tolls, fees, import charges, or other governmental exactions shall be deemed included in the purchase price of the supplies and services and the City shall have no liability to pay Seller/Contractor/Contractor or any third party any amount in excess of the specified purchase price. City of Meridian, a local governmental entity of the State of Idaho, is exempt from any Federal Manufacturer's Excise Tax under the provision of Section 4221(a)(4) of the Internal Revenue Code. All invoices shall exclude such excise tax. All invoices shall be sent to the following address: City of Meridian, Accounts Payable, 33. East Broadway Ave., Meridian, Idaho 83642.

**4. Term:**

4.1 This Agreement shall become effective upon execution by both parties, and shall expire upon on September 30, 2025 or unless sooner terminated as provided below or unless some other method or time of termination is listed in Exhibits A or B.

4.2 The City reserves the right to extend the Agreement up to four (4) additional one-year periods. Any and all extensions must be documented and approved in writing in the form of an executed amendment(s) if mutually agreeable by both parties.

4.3 Should Supplier default in the performance of this Agreement or materially breach any of its provisions, City, at City's option, may terminate this Agreement by giving written notification to Supplier.

4.4 Should City fail to pay Supplier all or any part of the compensation set forth in Exhibit B of this Agreement on the date due, Supplier at the Supplier's option, may terminate this Agreement if the failure is not remedied by the City within thirty (30) days from the date payment is due.

**5. Termination:**

If, through any cause, Supplier, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the City Council determines that termination of this Agreement is in the best interest of City, the City shall thereupon have the right to terminate this Agreement by giving written notice to Supplier of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination.

Notwithstanding the above, Supplier shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by Supplier, and the City may withhold any payments to Supplier for the purposes of set-off until such time as the exact amount of damages due the City from Supplier is determined. This provision shall survive the termination of this agreement and shall not relieve Supplier of its liability to the City for damages.

**6. Independent Supplier:**

6.1 In all matters pertaining to this agreement, Supplier shall be acting as an independent Supplier, and neither Supplier nor any officer, employee or agent of Supplier will be deemed an employee of City. Except as expressly provided in Attachment A, Supplier has no authority or responsibility to exercise any rights or power vested in the City and therefore has no authority to bind or incur any obligation on behalf of the City. The selection and designation of the personnel of the City in the performance of this agreement shall be made by the City.

6.2 Supplier, its agents, officers, and employees are and at all times during the term of this Agreement shall represent and conduct themselves as independent Suppliers and not as employees of the City.

6.3 Supplier shall determine the method, details and means of performing the work and services to be provided by Supplier under this Agreement. Supplier shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's control with respect to the physical action or activities of Supplier in fulfillment of this Agreement. If in the performance of this Agreement any third persons are employed by Supplier, such persons shall be entirely and exclusively under the direction and supervision and control of the Supplier.

**7. Indemnification and Insurance:**

a. Supplier shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of or resulting from Supplier's or Supplier's servants, agents, officers, employees, guests, and/or business invitees: (i) negligence and/or more culpable conduct; and (ii) Supplier's breach of its obligations under this Agreement to the extent not caused by or arising out of the tortuous conduct of City or its employees. Supplier shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, General and Automobile

Liability Insurance, in which the City shall be named an additional insured in the minimum amounts as follow: General Liability One Million Dollars (\$1,000,000) per incident or occurrence, Automobile Liability Insurance One Million Dollars (\$1,000,000) per incident or occurrence and Workers' Compensation Insurance, in the statutory limits as required by law. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits, herein provided, Supplier covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or injury to persons or property and other costs, including litigation costs and attorneys' fees, arising out of, caused in whole or in part by, the performance of this Agreement by the Supplier or Supplier's officers, employs, agents, representatives or subSuppliers and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including use of. Supplier shall provide City with a Certificate of Insurance, evidencing Supplier's compliance with the requirements of this paragraph and file such proof of insurance with the City at least ten (10) days prior to the date Supplier begins performance of its obligations under this Agreement. In the event the insurance minimums are changed, Supplier shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the City Purchasing Agent with a copy to Meridian City Accounting, 33 East Broadway Avenue, Meridian, Idaho 83642.

7.2 Any deductibles, self-insured retention, or named insureds must be declared in writing.

7.3 To the extent of the indemnity in this contract, Supplier's Insurance coverage shall be primary insurance regarding the City's elected officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City or the City's elected officers, officials, employees and volunteers shall be excess of the Supplier's insurance and shall not contribute with Supplier's insurance except as to the extent of City's negligence.

b. The Supplier's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.4 All insurance coverages for Suppliers subs shall be subject to all of the insurance and indemnity requirements stated herein.

7.5 The limits of insurance described herein shall not limit the liability of the Supplier and Supplier's agents, representatives, employees or subSuppliers.

7.6 The limits of insurance described herein shall not limit the liability of the Supplier and Supplier's agents, representatives, employees or subcontractors.

8. **Bonds:** Payment, Warranty and Performance Bonds are not required.
9. **Warranty:** In addition to any warranty required in the specifications, all equipment, coatings, valves, controls, and other components provided under this agreement shall be guaranteed for two (2) years against defects in workmanship and materials from the notice of acceptance.
10. **Notices:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

**CITY:**

City of Meridian  
Procurement Manager  
33 E Broadway Ave.  
Meridian, ID 83642  
Ph. (208)-489-0417

**SUPPLIER:**

Dubois Chemicals, Inc.  
Attn: Bradley K. Marsh / Ryan Binder  
3630 E. Kemper Rd.  
Sharonville, OH 45241  
Phone: 800-438-2647 / 208-477-8751  
Email: Bradley.Marsh@duboischemicals.com  
Ryan.Binder@duboischemicals.com

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

11. **Attorney Fees:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
12. **Time is of the Essence:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Agreement by the party so failing to perform.

13. **Assignment:** It is expressly agreed and understood by the parties hereto, that Supplier shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of City.
14. **Discrimination Prohibited:** In performing the Work required herein, Supplier shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability.
15. **Reports and Information:**
  - 15.1 At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by this Agreement.
  - 15.2 Supplier shall maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement. This includes any handwriting, typewriting, printing, photo static, photographic and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.
16. **Audits and Inspections:** Subject to applicable laws respecting the protection of privacy and the City's requirement to comply with the Idaho Public Records Act, at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of Supplier's records with respect to all matters covered by this Agreement. Supplier shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
17. **Publication, Reproduction and Use of Material:** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

18. **Compliance with Laws:** In performing the scope of work required hereunder, Supplier shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

**Certifications.**

Pursuant to Idaho Code §§ 67-2359 and 67-2346, Supplier hereby certifies:

- A. That Supplier is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.
- B. That Supplier is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control.
19. **Changes:** The City may, from time to time, request changes in the Scope of Work to be performed hereunder. Such changes, including any increase or decrease in the amount of Supplier's compensation, which are mutually agreed upon by and between the City and Supplier, shall be incorporated in written amendments which shall be executed with the same formalities as this Agreement.
20. **Construction and Severability:** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.
21. **Waiver of Default:** Waiver of default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided above.
22. **Advice of Attorney:** Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorney's or the opportunity to seek such advice.
23. **Entire Agreement:** This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

- 24. **Order of Precedence:** The order or precedence shall be the contract agreement, the Invitation for Bid document, then the winning bidders submitted bid document.
- 25. **Applicable Law:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.
- 26. **Approval Required:** This Agreement shall not become effective or binding until approved by the City of Meridian.

**CITY OF MERIDIAN:**

BY: \_\_\_\_\_  
KEITH WATTS, Procurement Manger

DATED: \_\_\_\_\_

**DUBOIS CHEMICALS, INC.:**

BY: Bradley K. Marsh  
Bradley K. Marsh (Aug 19, 2024 13:15 PDT)  
BRADLEY K. MARSH, Vice President

DATED: 08/19/2024

**Project Manager**  
Dennis Teller

# EXHIBIT A

## SPECIFICATIONS / SCOPE OF WORK

**REFER TO INVITATION TO BID (WTR-2428-11443) ALL ADDENDUMS, ATTACHMENTS, AND EXHIBITS INCLUDED IN THE INVITATION TO BID PACKAGE (WTR-2428-11443), ARE BY THIS REFERENCE MADE A PART HEREOF.**

**Agreement Requirements:**

Provide and Deliver liquid Sodium Hypochlorite in bulk, gallon totes, to the City's Water and Wastewater facilities as needed per specifications and requirements set forth within Exhibits A and B.

**Product Quantities:**

Bulk liquid Sodium Hypochlorite delivery amounts vary, but typically range between 200 to 5000 gallons per order. Due to limited storage, orders will be placed on an as needed basis of the below City facilities.

**City Water Facility:**

The City's Water Division operates 25 chlorine injection/storage systems with a total bulk chlorine storage capacity of approx. 20,000 gallons. Deliveries are typically weekly to every two weeks. Annual demands of liquid Sodium Hypochlorite for the Water Division are approximately 140,000 gallons.

**City Wastewater Facility:**

The City's Wastewater Resource Recovery Facility operates a wastewater treatment system with a bulk storage capacity of 3,500 gallons. Bulk deliveries will occur as needed throughout the year. Additionally, the City of Meridian Wastewater Resource Recovery Facility, on occasion requires the delivery of Sodium Hypochlorite in 15-gallon containers and in 300-gallon totes.

Annual demands of liquid Sodium Hypochlorite for the Wastewater Resource Recovery Facility is approximately 10,000 gallons. The Wastewater Resource Recovery Facility also occasionally uses totes (approximately 1 tote per quarter) and 15-gallon containers (approximately 3 per quarter).

*Note: The chemical amounts required for both facilities are estimated and may increase or decrease as required over the term of the Contract. Each fiscal year's resulting contract amount and quantity is contingent to each year's appropriation of funds*

**Delivery Locations:**

The provided list below (TABLE A-1) includes the delivery locations for both the City Water and Wastewater Facilities. This list is all inclusive, however is subject to change as City infrastructure is added or chemical needs change.

**TABLE A-1**

**City Water and Wastewater Facilities Requiring Deliveries of Liquid Sodium Hypochlorite (12.5%)**

<b>City Facility</b>	<b>Location Address</b>
Well #9	725 W. Franklin Road
Well #10B	2061 N.. Jericho Way
Well #11	2238 E. Lanark Street
Well #12	1730 N Ten Mile Road
Well #14	755 E. Overland Road
Well #15	1624 W. Sunny Slope Drive
Well #16B/16C	1100 N. Hickory Ave
Well #17	1616 E. Time Zone Drive
Well #18	3319 N. Summerfield Way
Well #19	3301 W. Neimann Drive
Well #20/20B	180 W. Ustick Road
Well #21	300 E.. Watertower Street
Well #22	2250 S Stoddard Road
Well #23	1774 S. Silverstone Way
Well #25	2725 E.. Victory Road
Well #26	6067 N. Locust Grove Road
Well #27	303 N. Ten Mile Road
Well #28	2730 E. Taconic Drive
Well #29	6355 W. Quintale Drive
Well #30	968 E. Radiant Ridge Street
Well #31	936 W. Riodosa Drive
Well #32	701 W. Harris Street
Well #34	3150 N. Valley Green Way
Victory Reservoir	1665 E. Coastline Drive
Wastewater Resource Recovery Facility	3401 N. Ten Mile Road

***\*Delivery is FOB Destination to the above City locations***

## **SODIUM HYPOCHLORITE (12.5%) SPECIFICATIONS AND REQUIREMENTS**

The liquid Sodium Hypochlorite shall not contain any foreign matter or impurity that may damage or interfere with the City's equipment, facility, or treatment processes. This includes foreign matter or impurities that are a result of shipment or transfer into the City's tanks. The Supplier shall reimburse the City for any damages or costs incurred from any foreign material or impurity.

The liquid Sodium Hypochlorite shall not contain any impurity in sufficient quantities that causes or may cause, by the City's normal usage of the liquid Sodium Hypochlorite, the City to violate any existing Federal limit or water quality standard, or any limit or standard that may be implemented during the term of this contract. Should any permit limit or water quality standard exceedance be determined to be directly attributable to the liquid Sodium Hypochlorite supplied, the Supplier shall immediately take the necessary steps to remove or reduce the containment concentrations to levels satisfactory to the City.

Liquid Sodium Hypochlorite shall have a concentration of not less than 12.5% Sodium Hypochlorite by weight.

The pH of liquid Sodium Hypochlorite shall be not less than 11, and not more than 13 units.

The specific gravity of liquid Sodium Hypochlorite shall be not less than 1.20, and not more than 1.23.

The City reserves the right to subject samples of the liquid Sodium Hypochlorite to analysis to determine if the liquid Sodium Hypochlorite meets the City's specifications. The Supplier shall facilitate the sampling process, when asked. Failing to comply with the City's specifications shall constitute grounds for rejection of that load and is sufficient grounds to constitute a breach of contract. If in the opinion of the City, there is necessity to remove non-confirming liquid Sodium Hypochlorite within 24 hours of being notified without additional cost to the City. Alternatively, the City may remove the liquid Sodium Hypochlorite and the cost for removal and disposal shall be billed to the Supplier. The Supplier shall not charge for delivered material the City rejects.

## **SUPPLY AND DELIVERY SPECIFICATIONS AND REQUIREMENTS**

Supplier agrees to keep sufficient liquid Sodium Hypochlorite inventory on hand and available to meet the City's needs.

The Supplier shall have the resources and ability to deliver liquid Sodium Hypochlorite in bulk, gallon, and tote containers.

City staff shall notify Supplier verbally and or email to place order for delivery. Supplier shall deliver product within five (5) working days upon notice from City.

The Supplier shall, when shipping/delivering liquid Sodium Hypochlorite to the City as a "bulk" liquid in a tank/vessel shall ensure all shipments comply with all US DOT regulations for marking.

The Supplier's transport tank/vessel must be sealed and equipped with a self-contained system to deliver all the liquid Sodium Hypochlorite in the load into aboveground storage tanks. An example of a delivery mechanism is pressurizing the tank with an air pump. The Supplier shall supply all transfer equipment to transfer chemical. The Supplier shall not use the City's equipment. The transfer mechanics shall be such to allow the Supplier to complete the task alone under normal circumstances, without the aid of the City.

Prior to unloading, the Supplier shall provide the following with each delivery:

- Date of delivery;
- Bill of Lading/Weigh Slip Number;
- Gross weight of delivery vehicle and liquid Sodium Hypochlorite in pounds;
- Tare weight of delivery vehicle in pounds;
- Net weight of liquid Sodium Hypochlorite in the delivery vehicle in pounds; and
- Number of gallons;
- Certificate;
- All other documentation prescribed by DOT, ICC, other regulatory bodies and states;
- Any other applicable order/delivery documents based on inadequate or non-conforming information in the above documents.

Failure to supply the required certificates, or failure to meet any specification described herein, shall be sufficient cause for the City to reject the delivery.

The Supplier shall follow all City's security procedures and safety requirements for personal protective equipment. (The City shall inform the Supplier of these procedures and requirements initially, and shall communicate any changes throughout the term of the contract.)

The Supplier is expected to comply with reasonable requests for emergency deliveries.

Failure of Supplier to successfully complete a delivery is sufficient grounds to constitute a breach of the contract.

# EXHIBIT B

## AGREEMENT PAYMENT SCHEDULE

A. Total and complete compensation for this Agreement shall not exceed \$677,999.99.

<b>AGREEMENT PRICING SCHEDULE</b>					
Agreement includes the supply/delivery of liquid Sodium Hypochlorite (12.5%) FY2025 including any incidentals as required for this chemical.					
<b>NOT-TO-EXCEED AMOUNT.....\$677,999.99</b>					
Agreement is a not to exceed amount. Line item pricing below will be used for invoice verification and any additional increases or decreases in work requested by City. The City will pay the Supplier based on actual quantities of each item of work in accordance with the agreement documents.					
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Total Cost</b>
1	Sodium Hypochlorite (12.5%) FY2025	150,000	GAL	\$4.52	\$677,999.99