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Greenfield Water Utility  
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### **Phosphate Service Agreement**

The following terms will be included in the resulting agreement between Water Solutions Unlimited and the City of Greenfield herein referred to as "City."

#### **1. Term Contract**

1.1. This agreement is to establish one or more term contracts. No guaranteed minimum or maximum purchase quantities are either stated or implied. The quantities listed are estimates only and are based on history or department survey. The City may purchase more or less than the amounts shown. All orders shall be on an as needed basis, subject to the availability of funding and budgetary considerations.

1.2. The term of the initial contract shall be two (2) years, effective from the date of the award letter.

#### **2. Renewal**

2.1. The contract may be renewed beyond the expiration date by mutual agreement of the parties. The term of the renewal may not be longer than the term of the original contract. A renewal shall be by written notice by either party and written acceptance by the other. All other terms and conditions of the contract shall remain the same as set forth in the resulting agreement. Terms and conditions may be amended only by written instrument, signed by both the City and Water Solutions Unlimited and attached to the resulting agreement as an amendment.

#### **3. Specifications**

3.1. The specifications are intended to provide a foundation for open competition for the supply of commodities or services to meet City needs.

- a) Minor and immaterial technical deviations may, at the discretion of the City, be deemed in substantial compliance with the specifications. However, material variances may render the vendor non-responsive and ineligible for award.

3.2. The use of brand names, models, etc. serves to establish the design, performance and level of quality needed and not to restrict competition. (Items that are equal in design, performance and quality will be considered.)

- a) The right to evaluate specification compliance and equality is reserved to the City, and the vendor shall have the burden of proof to demonstrate that any proposed substitutes are equal.
- b) Vendor shall note the manufacturer/model # of any substitutes, or the reference brand(s) will be assumed.
- c) All exceptions to the specifications and terms shall be noted in detail on the attached Exception Sheet.

#### **4. Delivery**

4.1. Unless otherwise agreed to by the requesting location, delivery shall be within five (5) calendar days after receipt of a valid order. All deliveries shall be made Monday through Friday during normal business hours (official holidays excluded) unless other prior arrangements are made. Vendor shall adhere to any other delivery policies (e.g. notification, etc.) as may be required by the department or agency. Vendor may not be compensated or reimbursed for goods acquired or services provided prior to the issuance of a valid purchase order.

#### **5. No Handling Charges**

5.1. If, for any reason, the City rejects items supplied by the vendor, the City shall not be responsible for any shipping and handling, restocking, or similar charges incurred by the vendor.

#### **6. Contract Termination**

6.1. The City may terminate the resulting contract for cause or convenience at any time during the term of the contract, without penalty, upon ten (10) calendar day's written notice to the vendor. The City shall be the sole judge of the adequacy of the vendor's performance pursuant to the resulting contract.

#### **7. Proof of Insurance**

7.1. At the time of award, vendor may be required to provide proof of insurance showing existing coverage in accordance with the terms and amounts stated in the Sample Agreement, or the terms and amounts of insurance coverage vendor proposes to furnish in lieu of the amounts in the Sample Agreement. The proof of insurance shall be issued by a financially responsible insurance company authorized to do business in Indiana.

#### **8. Debarment and Suspension**

8.1. Water Solutions Unlimited should be aware that by entering into an agreement with the City, neither they, nor their principals, should be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term principals, as used in this paragraph, means an officer, director, owner, partner, key employee,

or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the vendor's business.

## **9. Accessibility**

9.1. Individuals with disabilities or needing special assistance during site visits, scheduled conferences, openings or any other activities related to a bid, quote or request for proposal should contact Engineering at (317) 477-4320 to make arrangements for such assistance.

## **10. Successors and Assigns**

10.1. Water Solutions Unlimited binds itself and its partners, successors, executors, administrators and assigns to City and to the partners, successors, executors, administrators and assigns of City, in respect to all covenants of this agreement; except as otherwise provided herein, vendor shall not assign, sublet or transfer its interest in this agreement without the written consent of City.

## **11. Intent to Purchase**

11.1. Although this solicitation and resultant contract may state a specific model or version and an estimated number of items or units to be purchased, it is understood and agreed that the City may purchase additional products and/or services from the contractor including subsequent product releases or replacement products at the original submitted price; provided that these additional items do not materially differ from the original product and represent the same manufacturer and essential functionality.

## **12. Sample Agreement**

12.1. A Sample Agreement, which includes insurance requirements, is available for review at the end of this document. This sample agreement contains the City's standard terms but may not contain language specific to this purchase. Any proposed exceptions to this document should be included in detail on the Exception Sheet.

## **13. E-Verify Program**

13.1. Pursuant to IC 22-5-1.7, all public contracts for services entered into must contain E-Verify provisions. Any Contractor entering into a service agreement with the City shall affirm under penalties of perjury that it is and will remain in compliance with that statute. This affirmation is part of the contract signature process.

## **14. Services or Goods Acquisition by the City**

14.1. Contracts not approved by the Greenfield Board of Public Works and Safety are voidable. Contractor shall not begin performing services, acquiring or delivering goods, prior to receipt of a fully executed contract.

14.2. Awarded vendor(s) must have a validly issued purchase order or other form of written direction prior to beginning services, acquiring or delivering goods. The vendor(s) will not be compensated for services rendered or goods secured prior to the issuance of a valid purchase order or other form of written direction.

#### **15. Method of Payment**

15.1. Vendor must be willing to accept invoice payments via City check, City Credit Card (Visa Card) or Automated Clearing House (ACH) at the City's sole option and discretion. The City will not be responsible for any card fees or other bank charges incurred by the vendor.

#### **16. Escalator/de-escalator clause**

16.1. Water Solutions Unlimited shall have the right to increase the contract unit price in an amount equal to the bidders increase in cost of materials and/or supplies occurring subsequent to the date on which said bid is submitted (herein referred to as "base date") to the board having authority to award contracts.

- a) Any increase in Water Solutions Unlimited cost of materials and/or supplies after the base date shall be determined monthly and shall be verified by proper documents furnished to the responsible awarding board which shall include proof of price to Water Solutions Unlimited from their source of supply. Likewise, any decrease in the cost of materials and/or supplies from the base date shall be documented and passed through to the City by Water Solutions Unlimited.

#### **17. FORCE MAJEURE, DEFINITION**

17.1. Within this Agreement, an event of Force Majeure means an event beyond the control of Water Solutions Unlimited and the City, which prevents a party from complying with any of its obligations under this Agreement, including the following:

- a) An act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods)
- b) War, hostilities (whether war be declared or not), invasion, active foreign enemies, mobilization, requisition or embargo
- c) Rebellion, revolution, insurrection, military or usurped power, or Civil War
- d) Riot, commotion, strikes, lockouts or disorder, unless civilly restricted to employees of the Engineers or their subcontractors or vendors
- e) Acts or threats of terrorism.

## 18. CONSEQUENCES OF FORCE MAJEURE EVENT

18.1. Neither the City nor Water Solutions Unlimited shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.

- a) The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being perceived by or becoming known to the Affected Party.
- b) If, and to the extent that, the VENDOR is prevented from executing the services contemplated by the Agreement, by the Event of Force Majeure, while the VENDOR is so prevented, the VENDOR shall be relieved of its obligations to provide the effective service, but shall endeavor to continue to perform its obligations under the Agreement so far as reasonably practical [and in accordance with Good Operating Practices], provided that if and to the extent the VENDOR occurs additional expense in doing so, the VENDOR shall be entitled to the amount of such increase cost [cost being defined as having no profit component] and the VENDOR having taken reasonable steps to mitigate the additional cost.
- c) If, and to the extent that, the VENDOR suffers a delay in providing the services set forth in this Agreement as a result of the Event of Force Majeure then VENDOR shall be entitled to an extension for the time of completion as deemed appropriate by the CITY.

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**Nepotism**

Please include in your response this form, as written, indicating your compliance.

For purposes of compliance with Indiana Code Chap. 36-1-21, Please specify below whether Vendor (individual), or a person who wholly or partially owns Vendor (business), is a relative, as that term is defined by Indiana Code § 36-1-21-3, of either the Mayor of Greenfield, Indiana, or a member of the City Council of Greenfield, Indiana.

<input checked="" type="checkbox"/>	Vendor (individual) or Vendor (business) does NOT have a relative who is either the Mayor of Greenfield, Indiana, the Greenfield Board of Public Works and Safety, or a member of the City Council of Greenfield, Indiana.
<input type="checkbox"/>	Vendor (individual) or Vendor (business) DOES have a relative who is either the Mayor of Greenfield, Indiana, the Greenfield Board of Public Works and Safety, or a member of the City Council of Greenfield, Indiana (must specify all relative(s) below):
<input type="checkbox"/>	Mayor
<input type="checkbox"/>	City-County Councilor [please specify name of Councilor(s)]:
<input type="checkbox"/>	Board of Public Works and Safety [please specify name of Members(s)]:

Name of Authorized Representative (Printed)

DENNIS THURSTON

Signature of Authorized Representative



## 19. Technical Specifications

19.1. Vendor shall provide all items listed in Section 23, Price Sheet, in accordance with the technical specifications provided herein. All items, where applicable, shall conform to specifications, including any supplemental specifications effective at the date of bid opening.

19.2. The following specifications are written with no specifications of a brand. The use of this brand name serves to establish the design, performance and level of quality needed and not to restrict competition. Items that are equal in design, performance and quality will be considered. See also Section 7, Specifications.

19.3. Minimum annual amount of Phosphate to be provided

- a) Approximately 52,000 lbs – 55,000 lbs

19.4. Specifications:

- a) Material shall meet the American Water Works Association Standard Specifications and all addenda.
  - (1) Supplier shall include with their bid a certificate of compliance with ANSI/NSF Standard 60.
- b) Product must meet or exceed performance of EMD 50 YXL 35.
- c) Chemical load orders shall be defined as the delivery and transfer of chemical to be delivered in approved 275-gallon tote containers.
  - (1) The amount of chemical per tote shall be 3,163 pounds per tote at 11.5 pounds/gallon.
  - (2) Delivery shall be for use during Calendar Year 2024 with the option to extend the agreement for (1) one additional year.
- d) Water Solutions Unlimited will notify the Assistant Manager approximately 30 minutes before a delivery arrives at the water treatment plant. The driver can contact the Assistant Manager at 317-538-3753.
- e) Water Solutions Unlimited will supply Quarterly Coupon Study and maintenance services as part of this service agreement.
  - (1) Water Solutions Unlimited will brief the City as to the effectiveness of Chemical to inhibit corrosion as per the results of the tabulated coupon study data.
- f) Water Solutions Unlimited will adhere to all Federal, State, and local safety standards. As prescribed by the local authority.



19.5. Expected dates of service

- a) Water Solutions Unlimited will be expected to begin scheduled delivery service as of January 01, 2024 as approved by the City of Greenfield Water Utility.
- b) Water Solutions Unlimited will be expected to provide delivery of the required number of totes as ordered to be delivered within five (5) calendar days from the date of order.

19.6. Required vendor insurance

- a) Water Solutions Unlimited must provide a Certificate of Liability Insurance showing that the Vendor has obtained and will continue to carry Worker's Compensation, Public and Private Liability, Cyber Security insurance as applicable, as well as property damage insurance during the life of the contract, and *name the City of Greenfield as additional insured, which insurance shall provide coverage for, but not limited to the following:*
- b) Claims under workers' or workmen's compensation, disability benefits and other similar employees benefit acts;
- c) Claims for damages because of bodily injury, occupational sickness or disease, or death of Vendor's employees;
- d) Claims for damages because of bodily injury, sickness or disease, or death of any person other than Vendor's employees;
- e) Claims for damages insured by personal injury liability coverage which are sustained
  - (1) by any person as a result of an offense directly or indirectly related to the employment of such person by Vendor, or
  - (2) any other person for any other reason.
- f) Claims for damages, other than to the work itself because of injury to or destruction of tangible property, including loss of use resulting there from; and
- g) Claims for damages because of bodily injury or death of any person or property damage arising out of the Ownership, maintenance or use of any motor vehicle.

LIMITS:

(1) Combined Excess Liability (Umbrella) Insurance

19.6.g.1.1.	Each Occurrence .....	\$2,000,000
19.6.g.1.2.	Aggregate .....	\$2,000,000

(2) For claims under Worker's Compensation:

19.6.g.2.1.	State .....	Statutory
19.6.g.2.2.	Federal.....	Statutory

- 19.6.g.2.3. Employer's Liability – Each Accident: ..... \$1,000,000
- 19.6.g.2.4. Employer's Liability – Disease – Each Employee: .....\$1,000,000
- 19.6.g.2.5. Employer's Liability – Disease – Policy Limit: .....\$1,000,000
  
- (3) General Liability Provided Per Occurrence
  - 19.6.g.3.1. Each Occurrence (Bodily and Property Damage Included): .... \$1,000,000
  - 19.6.g.3.2. Damage To Rented Premises: ..... \$100,000
  - 19.6.g.3.3. Medical Expenses (Any One Person): ..... \$10,000
  
- (4) Personal and Anv Injury, With Employment
  - 19.6.g.4.1. Exclusion Deleted: ..... \$1,000,000
  - 19.6.g.4.2. General Aggregate (Per Project): .....\$2,000,000
  
- (5) Products and Completed Operations
  - 19.6.g.5.1. Aggregate: .....\$2,000,000
  
- (6) Cyber Security insurance liability (if applicable to project) .....\$100,000

**(END OF TECHNICAL SPECIFICATIONS)**

**20. Price Sheet**

20.1. All pricing shall be in United States Dollars (USD)

a) Note: All shipping/delivery charges are to be included in the unit cost, unless noted below.

Description	Quantity	Unit Price	Total Price
FMD 50 YXL35	Gallons	11.72	
	Pound	1.02	
	TOTE		3,223.00

b) Literature

(1) Please submit official manufacturer's literature regarding all items offered with the bid.

**21. Warranty**

21.1. Unless otherwise indicated in the specifications, the minimum warranty required by the City for the entire unit is one (1) year from the date of acceptance.

- a) (If the manufacturer offers a full or limited warranty that is in excess of one year, the City shall take full advantage.)
- b) The minimum one-year warranty shall cover all parts and labor for defects in materials and workmanship.
- c) **Please attach warranty statement(s) or submit within three days of bid opening.**

**APPROVED FOR OWNER**

BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**APPROVED BY VENDOR**

BY: Dennis Thurston

PRINTED NAME: DENNIS THURSTON

TITLE: Account Manager

DATE: 12-20-23