

RESOLUTION NO. 07 25 2024B

A RESOLUTION AUTHORIZING AN AGREEMENT WITH EVOQUA WATER TECHNOLOGIES, LLC, PROVIDING FOR THE PURCHASE OF 25% LIQUID SODIUM CHLORITE ACTIVE SOLUTION AT \$7.47 PER GALLON THROUGHOUT THE THREE-YEAR CONTRACT, WITH A FIRST-YEAR AMOUNT NOT TO EXCEED \$100,000.00.

WHEREAS, the City of O'Fallon conducted a formal bid for 25% Liquid Sodium Chlorite on July 9, 2024 (Bid # 24-058); and

WHEREAS, Evoqua Water Technologies, LLC, submitted the lowest bid for 25% Liquid Sodium Chlorite; and

WHEREAS, City staff recommends approval of this Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council approves on behalf of the City an agreement with Evoqua Water Technologies LLC, for the purchase of 25% Liquid Sodium Chlorite at a cost not to exceed \$100,000.00 for Year 1, and then with a total not to exceed cost as determined in the annual City budgets for Year 2 and Year 3, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 25TH DAY OF JULY, 2024.

Attest:


Bess Bacher, City Clerk




Presiding Officer

RESOLUTION NO. 07 25 2024B

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 25TH DAY OF JULY, 2024.





Bill Hennessy, Mayor

Attest:



Bess Bacher, City Clerk

Approved as to Form:


Kevin M. O'Keefe, City Attorney



AGREEMENT

THIS AGREEMENT is made and entered into this 25 day of July, 2024, by and between the City of O'Fallon, Missouri (CITY) and Evoqua Water Technologies, LLC (VENDOR). The parties agree as follows:

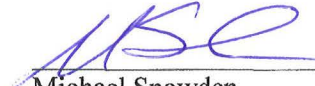
1. VENDOR agrees to provide the CITY with products or services in accordance with the bid documents and specifications entitled "25% Liquid Sodium Chlorite" (BID # 24-058) with a submittal deadline of July 9, 2024. Said Bid shall be incorporated into this contract by this reference.
2. The CITY in accordance with the attached Proposal will pay VENDOR an amount not to exceed the proposed per gallon fee for 25% Liquid Sodium Chlorite Active Solution. Said Proposal shall be incorporated into this contract by this reference.
3. VENDOR shall provide and bill for only those services associated with this project. No additional charges will be allowed without prior approval. All work performed shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees in the performance of this agreement that it will not discriminate against any employee of applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this Agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates in amounts as detailed in the bid specifications. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner. VENDOR shall provide 30 days written notice prior to any change in insurance.
7. VENDOR agrees to indemnify the CITY, its' officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.

8. The term of this contract shall be one (1) year. This contract shall be renewable, not to exceed two (2) times, at the terms of the original contract allowing no more than a 3% increase in unit cost per bid item, executable solely at the discretion of the CITY upon acceptance by the VENDOR, under the VENDOR's understanding that the quantities and aggregate amount of the contract are subject to change. Annual renewals are subject to City Council annual budgetary appropriation of the funding for the contract.

VENDOR:
Evoqua Water Technologies, LLC

CITY OF O'FALLON, MISSOURI

Signature  Date 7/15/24

 Date 07/25/2024
Michael Snowden
City Administrator



ATTEST:
 Date 07/25/2024
Bess Bacher, City Clerk