

CONTRACTOR SERVICES AGREEMENT

CHEMICALS FOR CITY OF EDGEWATER WATER TREATMENT FACILITIES ITB 23-ES-07

THIS AGREEMENT is made and entered into this 18th day of March, 2023, by and between Matheson Tri-Gas Inc, duly authorized to conduct business in the State of Florida and whose address is 909 Lake Carolyn Pkwy, Ste 1300, Irving, TX, hereinafter, called "CONTRACTOR" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #23-ES-07), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this agreement is for one (1) year beginning on April 15, 2023, with four (4), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered as indicated in the ITB document and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

SECTION 3. COMPENSATION. The City will pay Contractor the monthly amount invoiced pursuant to the pricing stipulated on the Proposal Form and based on actual quantities delivered based on either gallons or tonnage.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Bonnie Zlotnik, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1101

For Contractor:

Jesse Rodgers, V.P. Product Mgmt (Name, Title)
Matheson Tri-Gas, Inc. (Company)
909 Lake Carolyn Pkwy STE 1300 (Address)
Irving, TX (City, State, Zip)
972 - 560 - 5700 (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

SECTION 11. E-VERIFY. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONSULTANT that the subcontractor complies with the terms stated within. The CONSULTANT nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSULTANT agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

SECTION 12 AUTHORITY TO SIGN. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Monique Taupin

Christine Ward

CITY OF EDGEWATER

Glenn A. Irby
Glenn A Irby, City Manager

Bonnie Zlotnik
Bonnie Zlotnik, City Clerk
Dated: 3/6/2023

WITNESSES:

Wade Smith

Jared Jones

Matheson Tri-Gas, Inc.

(Firm Name)

By: Jesse Rodgers
(Authorized Officer)

Dated: 2/6/2023

Approved by the City Council of the City of Edgewater at a meeting held on this 16th day of March, 2023 under Agenda Item No. 7F.

**ADDENDUM #1
PROFESSIONAL SERVICES AGREEMENT
CHEMICALS FOR CITY OF EDGEWATER
WATER TREATMENT FACILITIES**

By Agreement made and entered into this ^{4th} ~~20th~~ day of ~~February~~ ^{March}, 2024, by and between the **CITY OF EDGEWATER, FLORIDA** (hereinafter referred to as "CITY"), 104 North Riverside Drive, Edgewater, FL 32132 and **MATHESON TRI-GAS, INC** (hereinafter referred to as "Contractor") 909 Lake Carolyn Parkway, Ste. 1300, Irving, TX 75039.

WITNESSETH

The CITY and CONTRACTOR mutually agree to amend that certain Agreement between the CITY and CONTRACTOR made and entered into on March 6, 2023, as follows:

- 1) Both parties wish to utilize the option contained in **Section 2 - TERM OF THE CONTRACT** by electing to renew the contract for an additional term of one (1) year. Thereby extending the current contract from April 14, 2024 through and until April 14, 2025.

- 2) The parties acknowledge that all other terms, provisions and conditions of the original Agreement are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

ATTEST:

CITY OF EDGEWATER, FLORIDA

Bonnie Zlotnick
Bonnie Zlotnik, City Clerk

By: Glenn Irby
Glenn Irby, City Manager

Dated 03/05/24

WITNESSES:

MATHESON TRI-GAS, INC

Michelle Smith
Jan Owen

By: Mike E. Skrjanc
Mike Skrjanc, VP Product Mgmt.

Dated 2/20/2024

**ADDENDUM #2
PROFESSIONAL SERVICES AGREEMENT
CHEMICALS FOR CITY OF EDGEWATER
WATER TREATMENT FACILITIES**

By Agreement made and entered into this 17th day of March, 2025, by and between the **CITY OF EDGEWATER, FLORIDA** (hereinafter referred to as "CITY"), 104 North Riverside Drive, Edgewater, FL 32132 and **MATHESON TRI-GAS, INC** (hereinafter referred to as "Contractor") 909 Lake Carolyn Parkway, Ste. 1300, Irving, TX 75039.


WITNESSETH

The CITY and CONTRACTOR mutually agree to amend that certain Agreement between the CITY and CONTRACTOR made and entered into on February 4, 2019, as follows:


- 1) Both parties wish to utilize the option contained in **Section 2 - TERM OF THE CONTRACT** by electing to renew the contract for an additional term of one (1) year. Thereby extending the current contract from March 6, 2025 through and until March 5, 2026.
- 2) The parties acknowledge that all other terms, provisions and conditions of the original Agreement are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS WHEREOF the parties have made and executed this Addendum the day and year written above.

ATTEST:



Bonnie Zlotnik, City Clerk

CITY OF EDGEWATER, FLORIDA

By: 
Jeffrey Thuman, Interim City Manager

Dated 3/18/25

WITNESSES:



MATHESON TRI-GAS, INC

By: Michael Skrjanc
Mike Skrjanc, VP Product Mgmt.

Dated 2/12/2025

**ADDENDUM #3
PROFESSIONAL SERVICES AGREEMENT
CHEMICALS FOR CITY OF EDGEWATER
WATER TREATMENT FACILITIES (ITB 23-ES-07)**

By Agreement made and entered into this 2nd day of March, 2026, by and between the **CITY OF EDGEWATER, FLORIDA** (hereinafter referred to as "CITY"), 104 North Riverside Drive, Edgewater, FL 32132 and **MATHESON TRI-GAS, INC** (hereinafter referred to as "CONTRACTOR") 909 Lake Carolyn Parkway, Ste. 1300, Irving, TX 75039.

WITNESSETH

The CITY and CONTRACTOR mutually agree to amend that certain Agreement between the CITY and CONTRACTOR made and entered into on April 15, 2023, as follows:

- 1) Both parties wish to utilize the option contained in **Section 2 - TERM OF THE CONTRACT** by electing to renew the contract for an additional term of one (1) year. Thereby extending the current contract from April 15, 2026 through and until April 14, 2027.
- 2) **Section 3 - COMPENSATION:** The CITY agrees to pay the CONTRACTOR \$520.90 per ton, a 4.6% increase over the price stipulated in addendum #2.
- 3) The parties acknowledge that all other terms, provisions and conditions of the original Agreement are republished, ratified and reaffirmed by the parties hereto.

IN WITNESS HEREOF the parties have made and executed this Addendum the day and year written above.

ATTEST:

Monique Toupin
Monique Toupin, Interim City Clerk

CITY OF EDGEWATER, FLORIDA

By: Joseph Mahoney
Joseph Mahoney, City Manager

Dated March 2, 2026

WITNESSES:

Mike Skrjanc
TCG

MATHESON TRI-GAS, INC

By: Mike Skrjanc
Mike Skrjanc, VP Product Mgmt.

Dated 3/23/2026