

## **MEMORANDUM**

DATE: June 3, 2021

TO: \*\*\*\*ORIGINAL\*\*\*\*  
CITY CLERK

FROM: Shelby Dolan  
Procurement Management Department

SUBJECT: Record Retention

CONTRACT: #20180167 Amendment #1  
CONTRACT TITLE: Supply Anti-Scalant A-102 Plus

VENDOR NAME: American Water Chemicals, Inc.  
VENDOR ADDRESS: 1802 Corporate Center Lane  
CITY & STATE: Plant City, FL 33563

APPROVED BY COUNCIL: July 23, 2018  
7d)-AMERICAN WATER CHEMICALS, INC., SUPPLY ANTI-SCALANT A-102  
PLUS FOR THE CITY'S WATER TREATMENT PLANT #20180167, \$163,000 PLUS  
A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 5 YEARS  
WITH ONE FIVE-YEAR RENEWAL, UTILITY SYSTEMS DEPARTMENT,  
PROCUREMENT MANAGEMENT.

Please see the attached for (1) original contract for your records.

**CONTRACT AMENDMENT**

This amendment by and between the Contractor and the City as defined below shall be effective as of the date this Amendment is fully executed.

<b>Contractor's Full Legal Name:</b>	American Water Chemicals, Inc.
<b>Solicitation No./Event ID:</b>	20180167
<b>Solicitation Title/Event Name:</b>	Supply Anti-Scalant A-102 Plus
<b>Contract Award Date:</b>	July 23, 2018
<b>Initial Current Contract Term:</b>	November 3, 2018
<b>Current Contract Expiration Date:</b>	November 2, 2023
<b>Requested Contract Expiration Date:</b>	N/A.
<b>Initial Contract Amount:</b>	Unit price as needed
<b>Current Contract Amended Amount:</b>	N/A
<b>Requested Financial Change Amount:</b>	12% price increase
<b>New Contract Amount:</b>	Unit price as needed
<b>Amendment No.:</b>	1
<b>Amendment Type:</b>	Terms Revision

WHEREAS, the Contract is in effect through the Current Contract Term as defined above; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:


1. All unit prices for the Original Contract will be increased by 12% due to price increases in raw materials, packaging, and freight for Ant-Scalant A-102 Plus:

Description	Unit price	Revised with 12% increase
55 gal. Drum including freight	\$ 375.65 per drum	\$ 420.73 per drum
55 gal. Drum including freight	\$ 6.83 per gal.	\$ 7.65 per gal.
2,000-gallon Bulk Delivery including freight	\$ 0.70 per lb.	\$ 0.78 per lb.
4,000-gallon Bulk Delivery including freight	\$ 0.66 lb.	\$ 0.74 per lb.
Split Bulk Delivery SurCharge	\$ 0.00	\$ 0.00

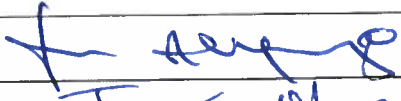
2. **SUCCESSORS AND ASSIGNS.** This Amendment shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
3. **ENTIRE AGREEMENT.** Except as expressly modified by this Amendment, the contract shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations to the parties. This Amendment and the contract (including any written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by their authorized representatives.

#### CONTRACTOR

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)	MOHAMMAD ALMAKHI
Authorized Signature:	
Printed Name and Title of Person Signing:	Mohammad Almakhi, President
Date:	6/2/2021
Company Address:	1802 Corporate Center Lane, Plant City, FL 33566

#### THE CITY OF PORT ST. LUCIE

Authorized Signature:	
Printed Name and Title of Person Signing:	Jesus Mereto Chief Assistant City Manager
Date:	
City Address:	121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984