

WATER QUALITY SERVICE AGREEMENT

This Water Quality Program is agreed upon between: City of North Port (The Client), located at 4970 City Hall Blvd, North Port, FL 34286, and Commercial Energy Specialists, LLC (CES), and is effective as of

_____.

CES has agreed to provide:


- A new state of the art All-in-One tablet chemical feed system, applicable Chemistry or Equipment Room Control Devices, and chemical feeders with accessories per enclosed project specification sheet, **Estimate #237909**.
- All-in-one tablet chemical formulation includes Calcium, Bicarbonate, and Stain prevention additives providing proper water balance without the added expense of balancing chemicals.
- The Pulsar and Control equipment will be under warranty during first 3 years of the service Agreement.
- Equipment installation is by CES factory-trained technicians and supported with an expert on-site service program. Installation, less electric, provided as quoted.
- Interactive Monitoring (Gold Plan) is provided free of charge during term of service Agreement provided client maintains a reliable internet connection and holds projected chemical purchasing levels.
- Factory direct delivery of chemicals with ordering and billing facilitated by CES.
- Equipment program is funded within the cost of the chemical provided.
- The product purchase price is set at two price levels: between 8 to 23 pails and full pallets of 24 pails or more, inclusive of freight.

Agreement Conditions:

1. This Agreement shall last for a term of a minimum 36 months as of effective date, or until product contract volumes are met.
2. Equipment provided per **Estimate #237909** is included in the program price; installation is additional, as detailed.
3. Any additional services, equipment, parts or consumables not listed on the Addendum will be billed at current market prices.
4. If the client chooses to terminate this Agreement prior to the term date in (1) above, then:
 - a. the client will be responsible to pay CES for the unused portion of the product purchase to be determined at actual date of termination or...
 - b. A pro-rata cost (the unpaid value) of all equipment in **Estimate #237909** must be paid to CES.
5. Total Binding Product Volume is **53,100 LBS**, or **1,062 Pails** over the 3-year agreement. If volume is not reached in this period, the agreement will be extended until volumes are met.
6. This Agreement shall be subject to the terms and conditions as listed on page 2.



IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above.

City of North Port 4970 City Hall Blvd North Port, FL 34286 Attest <hr/> Heather Faust, MMC Date Approved as to Form and Correctness <hr/> Amber L. Slayton, B.C.S. Date <hr/> A. Jerome Fletcher II, ICMA-CM, MPA Date City Manager	Commercial Energy Specialists, LLC 952 Jupiter Park Lane, Ste 1 Jupiter, FL 33458 By  1-22-24 <hr/> Signature Date MARK ROBINSON, U.P. <hr/> Name, Title
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TERMS AND CONDITIONS:

1. The client must promptly notify CES of any known defects, problems or complaints.
2. The client shall grant CES access to the installed equipment for service or removal, and client is responsible for routine cleaning and maintenance of the feeders.
3. CES will have no liability or obligations in connection with any damage resulting from electrical outage, storms, floods, acts of nature, or misuse causing damage to the equipment.
4. The client is responsible for providing properly constructed areas for the equipment along with appropriate utilities for connections.
5. NSF certification, required by DOH Codes, mandates that no other formulation of calcium hypochlorite, nor any other tablet chemical can be used in the feeders.
6. Client must maintain adequate insurance naming CES as additional insured.
7. Payment terms are 45 days from date of invoice. A completed credit application in accordance with CES's credit policy must be on file.
8. Failure by the client to comply with payment terms may result in the removal of the equipment by CES, triggering early termination clause per Agreement Condition #4.

....Continues on following page



9. CES's liability for any defect or failure is limited to an exchange of the product and equipment or a return of the amounts paid for service/materials.
10. This Agreement cannot be transferred to another party without prior written consent of CES.
11. The terms of this Agreement can only be modified if all involved parties have provided a request in writing to modify the Agreement.
12. Price of Briquettes is **\$154 per pail** (24 pails/pallet) or **\$161 per pail** (8-23 pails), freight included.
 - a. The manufacturer of Pulsar Briquettes reserves the right to implement a price increase over the previous year's price.
13. At the end of this Agreement, client may purchase the equipment at a fair market value as determined by CES or may enter into a new Agreement.
14. Non-Discrimination. The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. CES shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.



ESTIMATE

North Port, City of

Property of Pulsar - Precision Feeders for Competition Pool and Lazy River

Order # 237909
 Date 07/03/23
 Consultant Robert Hayduk
 WQA Corinna Kahant
 Fax #
 Billing Terms Credit Card

Proposed To

North Port, City of
 Devon Poulos
 4970 City Hall Blvd
 North Port, FL 34286

Ship To

North Port Aquatic Center at Butler Park
 Devon Poulos
 6205 W Price Blvd
 North Port, FL 34291

Phone: Fax:
 Courier Service
 AAA Cooper

Order Description

Pulsar Precision Feeders for Competition Pool and Lazy River

Order Items

Line Item Code	Description	Quantity	Unit Price	Item Total
BM 73250-ESA	Pulsar Precision Chlorinator System-ESA Only	3	0.00	0.00
	2 - Competition Pool 1 - Lazy River			
	ESA Units-Pulsar Precision Feeder Dry Chlorinator, 5-192 lb per day output, High Capacity Erosion (HCE) Technology Automatic cleaning features with improved serviceability, 25.3"W x 29.8"D x 40.9"H, 60 lbs, (220 lbs full), 70 lb tablet capacity, with additional 50-lb extender. Includes 1 HP Booster Pump Power Requirements: 120-240VAC, 20-15Amp dedicated service. For pools up to 2,666 GPM per FL DOH, Recommended 150,000 Gallon Max			
CB ISU	Installation, less electric	1	1,445.00	1,445.00

Installation and Factory Start-up of treatment equipment. Includes parts and labor for installation. Electrical work, permits (if applicable) by others. Includes final review, CES training manual, full system and maintenance training per CES Operator Training Checklist, and on-site Warranty Administration. One year warranty on all installation workmanship.

Building Department Permits are Not Included and, if specified as being provided, will be charged as an additional cost.



Commercial Energy Specialists, LLC * Since 1972 * (800) 940-1557 * www.aquafinity.com
 Aquafinity * Jupiter FL * Anderson SC * Addison TX * Phoenix AZ





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Phone: Fax:
Courier Service
AAA Cooper

Subtotal	1,445.00
Adjustment	0.00
Total	1,445.00
Shipping	0.00
Tax	0.00
Grand Total	1,445.00
Payments	0.00

Signature _____ Date _____

We are pleased to submit the above package for your consideration.

1. Please complete and return the delivery schedule if attached to this package, it is designed to help coordinate delivery dates that best coincide with your construction and draw schedules.
2. It is your responsibility to provide the required permits, bonds and acceptable electrical connections. Proof of these requirements must be presented to CES on demand.
3. You may incur restocking fees if you choose to return any items included in this package to CES. Restocking fees vary per manufacturer.
4. Any changes to this order must be made in writing to CES.
5. Freight charges are estimates only and the actual freight costs may be different at time of shipping.
6. If capital dollars are not readily available, you may acquire this package through a lease or rent to own arrangement pending lending source approvals.
7. Payment terms are subject to the credit agreement you have on file with CES.

This estimate is valid for 30 days from the above date after which the estimate may be subject to change.

Your signature above is considered your acceptance of this proposal and is subject to all terms and conditions of your credit arrangement with CES.
THANK YOU!



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