

**VILLAGE OF TEQUESTA**  
**CONTRACT FOR PURCHASE OF LIQUID CAUSTIC SODA**

THIS CONTRACT is entered into and effective this \_\_\_\_ day of November 2015, by and between the VILLAGE OF TEQUESTA, a Florida municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469-0273, organized and existing in accordance with the laws of the State of Florida, hereinafter “the Village”; and BRENNTAG MID-SOUTH, INC., a foreign corporation with offices located at 1405 Highway 136 West, Henderson, Kentucky 4240, and local offices at 250 Central Florida Parkway, Orlando, Florida 32824, hereinafter “the Contractor”.

**WITNESSETH**

The Village and the Contractor, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both Parties, hereby agree as follows:

**1. SCOPE OF SERVICES:** The Village and the Contractor both hereby agree to enter into this Contract whereby the Contractor shall provide commercial grade 50% Liquid Caustic Soda, also known Sodium Hydroxide, for use in potable water treatment and in conformance with ANSI/NSF Standard 60 and AWWA Standard B501 (as applicable) to the Village’s Water Treatment Facility at 901 North Old Dixie Highway in the Village. Pursuant to the September 29, 2015 correspondence from the Contractor to the Village, attached hereto as Exhibit A, the Village is authorized to piggyback for the goods described above from the April 15, 2015 Term Contract (#Y15-1004) for Liquid Caustic Soda 50% and the January the 8, 2015 Invitation For Bids (#Y15-1004-JS) between Orange County Board of County Commissioners and the Contractor, attached hereto as Exhibit B and Exhibit C, respectively. All exhibits are hereby incorporated into this Contract as if fully set forth herein.

**2. COMPENSATION:** Pursuant to Exhibit C (as set forth at page 29 of the “Bid Response Form”), and in consideration for the above Scope of Services, pricing is as follows: Commercial grade 50% Liquid Caustic Soda - \$429.00 per dry ton, FOB Destination.

**3. INSURANCE AND INDEMNIFICATION:** The Contractor shall provide proof of workman’s compensation insurance and liability insurance in such amounts as are specified in section 13, “Insurance Requirements,” at pages 19 until 22, of Exhibit C and shall name the Village as an “additional insured” on the liability portion of the insurance policy. The

Contractor shall at all times indemnify, defend and hold harmless the Village, its agents, servants, and employees, from and against any claim, demand or cause of action of whatsoever kind or nature, arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, its agents, servants, or employees in the performance of services under this Contract.

**4. PUBLIC ENTITIES CRIMES ACT:** As provided in sections 287.132-133, *Florida Statutes*, by entering into this Contract or performing any work in furtherance hereof, the Contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by section 287.133(3)(a), *Florida Statutes*.

**5. TERMINATION; NOTICE:** This Contract may be terminated by either party upon thirty (30) days written notice to the other party, in accordance with Exhibit C. Notice shall be considered sufficient when sent by certified mail or hand delivered to the Parties during regular business hours at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, FL 33469-0273 Attn: Director of Utilities	Brenntag Mid-South, Inc. 250 Central Florida Parkway Orlando, FL 32824 Attn: Stephanie Ubach

**6. INDEPENDENT CONTRACTOR:** It is specifically understood that the Contractor is an independent contractor and not an employee of the Village. Both the Village and the Contractor agrees that this Contract is not a contract for employment and that no relationship of employee–employer or principal–agent is or shall be created hereby, nor shall hereafter exist by reason of the performance of the services herein provided.

**7. ATTORNEY’S FEES:** In the event a dispute arises concerning this Contract, the prevailing party shall be awarded attorney’s fees, including fees on appeal.

**8. CHOICE OF LAW; VENUE:** This Contract shall be governed and construed in accordance with the laws of the State of Florida, and venue shall be in Palm Beach County should any dispute arise with regard to this Contract.

**9. AMENDMENTS & ASSIGNMENTS:** This Contract, all Exhibits attached hereto, and required insurance certificates constitute the entire Contract between both parties; no modifica-

tions shall be made to this Contract unless in writing, agreed to by both parties, and attached hereto as an addendum to this Contract. The Contractor shall not transfer or assign the provision of goods called for in this Contract without prior written consent of the Village.

**10. INSPECTOR GENERAL:** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.

**11. PUBLIC RECORDS:** In accordance with section 119.0701, *Florida Statutes*, the Contractor must keep and maintain this Contract and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, the Contractor must provide the public with access to such records in accordance with access and cost requirements of chapter 119, *Florida Statutes*. Further, the Contractor shall ensure that any exempt or confidential records associated with this Contract or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, the Contractor shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work and upon request, transfer to the Village, at no cost to the Village, all such records in the possession of the Contractor and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Village in a format that is compatible with the Village's information technology systems.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract on the date and year first above written.

WITNESSES:

**BRENNTAG MID-SOUTH, INC.**

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\_\_\_\_\_  
**Joel R. Hopper, President**

\_\_\_\_\_

(Corporate Seal)

**VILLAGE OF TEQUESTA**

ATTEST:

\_\_\_\_\_  
**Abigail Brennan, Mayor**

\_\_\_\_\_  
Lori McWilliams, MMC  
Town Clerk

(Seal)