

VILLAGE OF TEQUESTA
CONTRACT FOR PURCHASE OF SULFURIC ACID

THIS CONTRACT is entered into, and effective, this ____ day of October, 2015, by and between the VILLAGE OF TEQUESTA, FLORIDA, a municipal corporation with offices located at 345 Tequesta Drive, Tequesta, Florida 33469, organized and existing in accordance with the laws of the State of Florida, hereinafter "Village"; and SHRIEVE CHEMICAL, COMPANY, a foreign corporation with offices located at 1755 Woodstead Ct., The Woodlands, Texas 77380, hereinafter "Contractor".

W I T N E S S E T H

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 for Purchase of sulfuric acid, whereby the Contractor shall provide sulfuric acid 93% H₂SO₄ in tank truck quantities of approximately 3,500 gallons (the "Product") for the Village's utility department. Pursuant to the Contractor's September 21, 2015 e-mail correspondence, attached hereto as Exhibit A, the Village is authorized to piggyback through September 30, 2016, on the Contractor's current contract with the Town of Jupiter, which was originally procured by the Town of Jupiter in accordance with procedures that comply with the Village's procurement requirements. The Town of Jupiter contract is attached hereto as Exhibit B and is hereby incorporated into this Contract as if fully set forth.

2. **COMPENSATION:** Pursuant to Exhibit B, and in consideration for the above Scope of Services, pricing is as follows:

sulfuric acid 93% - \$64.99 per ton

freight - \$38.00 per ton.

TOTAL F.O.B. - \$102.99 per ton

The Village shall pay the Contractor after receipt of the Product, and within forty five (45) days of receipt of an invoice documenting the amount due.

3. **INSURANCE AND INDEMNIFICATION:** The Contractor shall provide proof

of workman's compensation insurance and liability insurance in such amounts as are specified on Exhibit B, 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, his/her agents, servants, or employees in the performance of services under this Contract.

4. **PUBLIC ENTITIES CRIMES ACT:** As provided in Sec. 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 Sec. 287.133(3)(a), *Florida Statutes*.

5. **TERMINATION; NOTICE:** This Contract may be terminated by either party upon five (5) days written notice to the other party, in accordance with Exhibit B. Notice shall be considered sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

Village	Contractor
Village of Tequesta 345 Tequesta Drive Tequesta, Florida 33469 Attn: Director of Utilities	Shrieve Chemical Company 1755 Woodstead Ct. The Woodlands, Texas 77380 Attn: Ted Threadgill, Vice President

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 agree 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 same.

9. **AMENDMENTS AND ASSIGNMENTS:** This Contract, all Exhibits attached hereto, and required insurance certificates constitute the entire Contract between both parties; no modifications 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 performance of services called for in the 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 Sec. 119.0701, *Florida Statutes*, 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, Contractor must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, 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, 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 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 the date and

year first above written.

WITNESSES:

SHRIEVE CHEMICAL COMPANY

Ted Threadgill, Vice President

(Corporate Seal)

VILLAGE OF TEQUESTA

ATTEST:

Michael Couzzo, Village Manager

Lori McWilliams
Lori McWilliams, MMC
Town Clerk

