

AGREEMENT (CONTRACT)
BETWEEN OWNER AND SUPPLIER

THIS AGREEMENT is dated as of the 1 day of October in the year 2014 by and between Town of Jupiter (hereinafter called OWNER) and American Water Chemicals, Inc. (hereinafter called SUPPLIER). OWNER and SUPPLIER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK. SUPPLIER shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Supply the Town of Jupiter Utilities Water Treatment Plant with nanofiltration antiscalant for a period of one year beginning October 1, 2014 through September 30, 2015 in accordance with the Base Bid and contract specifications or supply the Town of Jupiter WTP with nanofiltration antiscalant for a period of three years beginning October 1, 2014 through September 30, 2017 in accordance with the Alternate Bid and contract specifications.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CHEMICAL BID W1432F
CONTRACT FOR SUPPLYING NANOFILTRATION ANTISCALANT
FOR
TOWN OF JUPITER UTILITIES
JUPITER, FLORIDA

Article 2. GOODS AND SERVICES. SUPPLIER shall furnish the Goods and other services as specified or indicated in the Procurement Documents. The Goods to be furnished are generally described as follows:

Town of Jupiter Utilities
Chemical Bid W1432F
Contract for Supplying Nanofiltration Antiscalant

Article 3. POINT OF DELIVERY. The place where the Goods are to be delivered is the point of delivery and is designated as:

Town of Jupiter Water Treatment Plant
17403 Central Boulevard
Jupiter, Florida 33458

Article 4. CONTRACT TIME.

The Goods are to be delivered to the point of delivery and ready for OWNER's acceptance of delivery during the month of October, 2014 as outlined in the specifications, or as agreed on between the Town and Supplier. Contract shall continue for one (1) year to September 30, 2015 if the Base Bid is awarded or for three (3) years to September 30, 2017 if the Alternate Bid is awarded.

Article 5. CONTRACT PRICE.

OWNER shall pay SUPPLIER for furnishing the Goods and Special Services and for performing other services in accordance with the Procurement Documents in current funds as follows:

According to the Total Base Bid Cost F.O.B. (per Pound) or the Total Alternate Bid Cost F.O.B. (per Pound) as determined by the Owner and as presented in the Notice of Award.

Article 6. PAYMENT PROCEDURES

Payments made by the OWNER will be made via Electronic Funds Transfer (EFT). SUPPLIER will provide the OWNER with the information required to make EFT payments.

SUPPLIER shall invoice the Owner after delivery of material and acceptance by Owner.

Article 7. SUPPLIER 'S REPRESENTATIONS.

In order to induce OWNER to enter into this Procurement Agreement SUPPLIER makes the following representations:

- 7.1. SUPPLIER has familiarized himself with the nature and extent of the Procurement Documents and has given OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Procurement Documents and the written resolution thereof by OWNER is acceptable to SUPPLIER.
- 7.2. SUPPLIER has familiarized himself with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect the production and delivery of the Goods and furnishing of Special Services and other services in connection therewith.
- 7.3. SUPPLIER does not require additional information from OWNER to enable SUPPLIER to furnish the Goods, Special services and other

services at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Procurement documents.

Article 8. PROCUREMENT DOCUMENTS.

The Procurement Documents which comprise the entire agreement between OWNER and SUPPLIER are attached to, or accompany, this Procurement Agreement, made a part hereof and consist of the following:

- 8.1. Advertisement for Bid
- 8.2. Instructions to Bidders
- 8.3. Proposal
- 8.4. Sworn Statement
- 8.5. Notice of Award
- 8.6. This Procurement Agreement (pages 23 to 28, inclusive).
- 8.7. Opinion of Town Attorney
- 8.8. Notice to Proceed
- 8.9. Procurement Specifications bearing the title
Town of Jupiter
Chemical Bid W1432F
Contract for Supplying Nanofiltration Antiscalant
- 8.10. Supplier's Proposal
- 8.11. Any Modifications, including Change Orders, duly delivered after execution of this Procurement Agreement.

Article 9. MISCELLANEOUS

- 9.1. No assignment by a party hereto of any rights under or interests in the Procurement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited bylaw), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Procurement Documents.

- 9.2. OWNER and SUPPLIER each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Procurement Documents.
- 9.3. The SUPPLIER is aware that The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract and in furtherance thereof may demand and obtain records and testimony from the SUPPLIER and its subcontractors and lower tier subcontractors. The SUPPLIER understands and agrees that in addition to other remedies and consequences provided by law, the failure of the SUPPLIER or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be a material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code, Section 2-421 - 2-440. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 9.4. The SUPPLIER shall comply with public records laws Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed exempt as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the TOWN all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the TOWN in a format that is compatible with the information technology systems of the TOWN. If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

119.0701 Contracts; public records. –

- (3) For purposes of this section, the term:
 - (c) “Contractor” or “SUPPLIER” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency is provided under s. 119.011(2).
 - (d) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit government created or established by law.
- (4) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:
 - (e) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (f) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - (g) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (h) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

If the SUPPLIER does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

IN WITNESS WHEREOF, the parties hereto have signed 2 copies of this Agreement. At least one counterpart each has been delivered to OWNER and SUPPLIER. All portions of the Contract Documents have been signed or identified by OWNER and SUPPLIER.

OWNER

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

By: 

Karen Golonka, Mayor

ATTEST 

Sally Boylan, Town Clerk

(TOWN SEAL)



American Water Chemicals, Inc.
1802 Corporate Center Lane
Plant City, FL 33563

By: 

[INSERT SUPPLIER NAME, TITLE]

(CORPORATE SEAL)

ATTEST 

PRINT NAME, TITLE:

Jessaca Townsend
Inside Sales