

**AMENDMENT NO. 5 TO AGREEMENT NO. 18-TA002693AJ  
FOR CORROSION AND ODOR CONTROL SERVICES**

This Amendment No. 5 to Agreement No. 18-TA002693AJ (hereinafter Amendment) is made as of this 22<sup>nd</sup> day of May, 2022 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Evoqua Water Technologies, LLC, a Florida limited liability company, whose address is 4711 Oak Fair Blvd, Tampa, FL 33610, (hereinafter Consultant).

**WHEREAS**, on May 22, 2018, the County entered into Agreement No. 18-TA002693AJ with Consultant for Corrosion and Odor Control Services (Agreement); and

**WHEREAS**, on April 23, 2019, the parties hereto entered into Amendment No. 1 to renew the Agreement for the period of May 22, 2019 through May 21, 2020 for a not-to-exceed annual amount of \$2,500,000.00; and

**WHEREAS**, on July 25, 2019, the parties hereto entered into Amendment No. 2 to amend Fee Rate Sections, B.01, B.03, B.04 and B.05; and

**WHEREAS**, on May 19, 2020, the parties hereto entered into Amendment No. 3 to renew the Agreement for the period of May 22, 2020 through May 21, 2021 and amend Article 3 – Compensation; and

**WHEREAS**, on May 22, 2021, the parties hereto entered into Amendment No. 4 to renew the Agreement for the period of May 22, 2021 through May 21, 2022 and amend Fee Rate Sections, B.03, B.04 and B.05; and

**WHEREAS**, the County has determined a need to extend the Agreement and revise Exhibit B - Fee Rate Sections B.03, B.04 and B.05; and

**WHEREAS**, Consultant agrees to continue to provide the corrosion and odor control services to the County in accordance with the terms and conditions of the Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

**1. Recitals**

The above recitals are true and correct and are incorporated herein by reference.

**2. Effective May 22, 2022, B.03 - Chemical / Biological Products, B.04 - New Vapor Phase Systems, and B.05 - Existing Vapor Phase Systems are hereby mutually amended as follows:**

**B.03 Chemical / Biological Products:**

ITEM	DESCRIPTION	PRICE
1	BIOXIDE	\$2.58 / gallon
2	BIOXIDE Plus 71	\$3.83 / gallon
3	BIOXIDE AE	\$2.99 / gallon
4	Odophos	\$1.17 / gallon
5	Odophos Plus	\$1.74 / gallon
6	Ferric Sulfate 9%	\$2.05 / gallon
10	50% Hydrogen Peroxide	\$0.47 / pound
12	VX-456 Bulk Tanker	\$1.38 / pound
13	VX-456 Tote	\$1.77 / pound
14	Aktivox Bulk Tanker	\$1.04 / pound
15	Aktivox (Tote)	\$1.40 / pound
16	Textone L	\$0.97 / pound
17	AQuit	\$18.20 / pound
18	Alkagen AQ (formerly "Alk AQuit 25")	\$1.60 / gallon
19	Sodium Hydroxide 25%	\$2.58 / gallon
20	Sodium Hydroxide 50%	\$5.59 / gallon
21	Sodium H Hypochlorite	\$2.48 / gallon

**B.04 New Vapor Phase Systems:**

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H <sub>2</sub> S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	\$148.00	\$800.00	N/A	N/A
2	0-75	\$751.00	\$953.00	N/A	N/A
3	0-140	\$1,057.00	\$1,579.00	\$1,869.00	\$2,700.00
4	0-280	\$1,211.00	\$1,729.00	\$2,700.00	\$4,330.00
5	0-600	\$1,803.00	\$2,446.00	\$4,110.00	\$4,920.00
6	0-850	\$2,621.00	\$3,487.00	\$4,490.00	\$5,081.00
7	0-1150	\$2,881.00	\$3,830.00	\$4,757.00	\$5,926.00
8	0-1500	\$3,296.00	\$4,330.00	\$5,373.00	\$6,575.00
9	0-2000	\$3,634.00	\$4,550.00	\$6,448.00	\$7,533.00
10	0-3000	\$4,324.00	\$5,157.00	\$6,430.00	\$7,533.00
11	0-4000	\$4,824.00	\$5,926.00	\$9,018.00	\$12,742.00
12	0-5000	\$5,327.00	\$6,073.00	\$9,873.00	\$15,719.00
13	0-8000	\$8,252.00	\$9,267.00	\$12,626.00	\$17,320.00
14	0-12000	\$11,953.00	\$12,742.00	\$15,719.00	\$20,706.00
15	0-15000	\$12,987.00	\$14,209.00	\$24,555.00	N/A
16	0-18000	\$16,038.00	\$16,786.00	\$26,105.00	N/A
17	0-20000	\$20,919.00	\$21,840.00	N/A	N/A

**Notes:**

1. A mobilization fee of 2 times the monthly fee shall apply for all units. A demobilization fee of 2 times the monthly fee shall apply for lines 1 to 16 if removed prior to 36 months. Due to the special nature of the equipment in line 17, 3 times the monthly fee shall apply if removed prior to 36 months.
2. If a chemical scrubber is required, all chemicals used by the scrubber will be charged in addition to the monthly BOO/Rental.

**B.05 Existing Vapor Phase Systems:**

Existing Vapor Phase Systems (Installed before July 1, 2018)

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H <sub>2</sub> S CONCENTRATION			
		(ppmv)			
		A. <30	B. 30-150	C. 150-300	D. 300-500
1	Natural Draft	\$139.00	\$334.00	N/A	N/A
2	0-75	\$563.00	\$772.00	N/A	N/A
3	0-140	\$980.00	\$1,437.00	\$1,587.00	\$2,205.00
4	0-280	\$1091.00	\$1,587.00	\$2,205.00	\$3,230.00
5	0-600	\$1,671.00	\$2,205.00	\$3,230.00	\$3,648.00
6	0-850	\$2,450.00	\$3,230.00	\$3,453.00	\$4,177.00
7	0-1150	\$2,896.00	\$3,453.00	\$3,648.00	\$4,734.00
8	0-1500	\$3,175.00	\$3,648.00	\$4,177.00	\$5,236.00
9	0-2000	\$3,397.00	\$4,177.00	\$4,734.00	\$5,625.00
10	0-3000	\$3,899.00	\$4,734.00	\$5,236.00	\$8,355.00
11	0-4000	\$4,428.00	\$5,236.00	\$5,625.00	\$11,697.00
12	0-5000	\$4,846.00	\$5,625.00	\$8,355.00	\$12,811.00
13	0-8000	\$7,575.00	\$8,355.00	\$11,697.00	\$15,552.00
14	0-12000	\$10,973.00	\$11,697.00	\$12,811.00	\$23,395.00
15	0-15000	\$12,031.00	\$12,811.00	\$15,552.00	N/A
16	0-18000	\$14,460.00	\$15,552.00	\$23,395.00	N/A

**3. Amendment**

This Amendment No. 5 renews the Agreement for the period of May 22, 2022 through May 21, 2023.

**4. Agreement**

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and this Amendment No. 5 represent the entire understanding between the parties hereto.

**5. Terms and Conditions**

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

**EVOQUA WATER TECHNOLOGIES, LLC**

By:  \_\_\_\_\_

Printed Name: Thomas R. Wilson, P.E.

Title: V.P. & G.M.

Date: 3/10/22

**MANATEE COUNTY, a political subdivision  
of the State of Florida**

\_\_\_\_\_  
Jacob Erickson, MBA, CPPO, NIGP-CPP  
Purchasing Official

Date: March 14, 2022