



**AGREEMENT No. 18-TA002693AJ**

**CORROSION AND ODOR CONTROL SERVICES**

**between**

**MANATEE COUNTY**  
**(COUNTY)**

**and**

**EVOQUA WATER TECHNOLOGIES**  
**(CONSULTANT)**

**AGREEMENT FOR PROFESSIONAL CORROSION AND ODOR CONTROL  
SERVICES**

**THIS AGREEMENT** is entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **Evoqua Water Technologies**, a corporation, authorized to conduct business in the State of Florida, hereinafter referred to as the "CONSULTANT", with offices located at 2650 Tallevast Rd, Sarasota, FL 34243 . COUNTY and CONSULTANT are collectively referred to as the Parties and also individually as a Party.

**WHEREAS**, COUNTY has determined that it is necessary, expedient and in its best interests to retain CONSULTANT to render professional services as described in this Agreement for the purpose of providing Corrosion and Odor control services throughout the County's wastewater system including the necessary personnel, materials, chemicals, services, permits and licenses, methodology, supplies, and equipment necessary to provide services for the control of corrosion and odor to address the entire wastewater system..

**WHEREAS**, CONSULTANT submitted a proposal in response to Request For Proposals 18-TA002693AJ and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code, resulting in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

**ARTICLE 1. SCOPE OF SERVICES**

CONSULTANT shall provide services as detailed in **Exhibit "A"** Scope of Services.

COUNTY reserves the right to request additional services if needed.

**ARTICLE 2. EXHIBITS INCORPORATED**

This Agreement consists of a primary contract, and 6 exhibits, which are as follows:

- Exhibit "A"** Scope of Services
- Exhibit "B"** Fee Rate Schedule or Task Prices
- Exhibit "C"** Affidavit of No Conflict
- Exhibit "D"** Insurance Requirements
- Exhibit "E"** Special Conditions
- Exhibit "F"** Lift Stations Locations

These Exhibits are attached hereto and are incorporated into the Agreement. In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the Agreement shall prevail unless the term or provision

in the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. COMPENSATION**

- A. The total amount due by COUNTY for the services identified in **Exhibit A**, shall not exceed a total cost of **Two Million Dollars (\$2,000,000.000)** as detailed in **Exhibit B**. Compensation will be made to CONSULTANT upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing services identified in **Exhibit A**.
- B. The deliverable payment schedule as shown on **Exhibit B**, shall be the total not-to-exceed compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- C. CONSULTANT represents that it has carefully assessed the work to be performed under this Agreement, has determined that the compensation agreed to will be sufficient for it to fully perform its obligations as set forth in the Agreement, and understands that no further funding shall be provided by COUNTY for the completion of this Agreement unless COUNTY, by way of written amendment to this Agreement, shall add additional tasks not now set forth in the Agreement.
- D. "Task," as used in this Agreement, refers to particular categories/groupings of services described in **Exhibit A**.

### **ARTICLE 4. AGREEMENT TERM**

This Agreement shall commence on the date of execution by COUNTY (herein the "Effective Date"). The Agreement shall remain in force for a minimum of one (1) year period after execution of the Agreement, unless terminated by COUNTY pursuant to Article 6.

COUNTY reserves the right to extend the term for up to four (4) additional one (1) year periods mutually agreed upon and as shown in Exhibit E, Special Conditions.

### **ARTICLE 5. INVOICES AND TIME OF PAYMENT**

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the herein described services at a rate of compensation according to the deliverable payment schedule stated in Exhibit B. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONSULTANT on any other agreement between CONSULTANT and COUNTY.
- B. If any Task requires units of deliverables, then such units must be received and accepted in writing by COUNTY prior to payment.

Agreement shall be maintained and made available upon request to COUNTY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to COUNTY upon request.

- D. Records of costs incurred shall include CONSULTANT'S general accounting records and the project records, together with supporting documents and records of CONSULTANT and all sub-consultants performing work on the project and all other records of CONSULTANT and sub-consultants considered necessary by COUNTY for a proper audit of costs.
- E. Any dispute between COUNTY and CONSULTANT with regard to the percent of a Task that has been completed or CONSULTANT'S invoice shall be resolved in accordance with the provision of Article 11 of this Agreement.
- F. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice which shall include a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due as of the invoice date. All invoices so submitted shall include the Agreement number which COUNTY has assign to this Agreement.
- G. COUNTY must approve all invoices prior to payment being made.
- H. All costs of providing the Scope of Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- I. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

## **ARTICLE 6. TERMINATION OF AGREEMENT:**

### **A. TERMINATION FOR DEFAULT:**

COUNTY shall have the right, by written notice to CONSULTANT, to terminate this Agreement for default (Work Assignments, if applicable) if CONSULTANT fails to:

1. Provide products or services that comply with the specifications herein or that fail to meet COUNTY's performance standards;
2. Deliver the supplies or perform the services within the time specified;
3. Make progress so as to endanger the overall performance of this Agreement; or
4. Perform any of the other duties set forth in this Agreement.



Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT through the County Representative as defined in Article 9.A, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of CONSULTANT in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONSULTANT shall be liable for any damage to COUNTY resulting from CONSULTANT'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.

In the event of termination by COUNTY for any cause, CONSULTANT shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by COUNTY, CONSULTANT shall:

1. Stop work on the date and to the extent specified;
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by COUNTY; and
4. Continue and complete all parts of that work that have not been terminated.

**B. TERMINATION FOR CONVENIENCE:**

COUNTY, by written notice, may terminate this Agreement, in whole or in part, when it is in COUNTY'S interest. If this Agreement is terminated, COUNTY shall be liable only for goods or services delivered and accepted. COUNTY Notice of Termination shall provide the contractor thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual Work Assignments, if applicable, or to this Agreement in its entirety.

**ARTICLE 7: TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONSULTANT shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONSULTANT to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONSULTANT to perform and, if so required, CONSULTANT shall perform, certain transition services necessary to shift the services of CONSULTANT to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:



- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination of the services;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

#### **ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT**

The Parties agree that COUNTY shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to COUNTY in connection with this Agreement, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively "the Intellectual Property"). CONSULTANT hereby assigns and transfers all rights in the Intellectual Property to COUNTY. CONSULTANT further agrees to execute and deliver such assignments and other documents as COUNTY may later require to perfect, maintain and enforce COUNTY'S rights as sole owner of the Intellectual property, including all rights under patent and copyright law.

#### **ARTICLE 9. RESPONSIBILITIES OF COUNTY**

COUNTY shall:

- A. Through its County Administrator, appoint an individual to serve as County Representative. COUNTY Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that CONSULTANT is given written notice thereof.
- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work called for by this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of COUNTY.



- F. Perform activities in this Article at no cost to CONSULTANT.

#### **ARTICLE 10. RESPONSIBILITIES OF CONSULTANT**

CONSULTANT shall:

- A. Appoint a CONSULTANT's Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT's Agent shall have the right, from time to time, to designate such other employees of CONSULTANT's as they desire, to serve in their absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant to this Agreement. CONSULTANT attests to this via an Affidavit of No Conflict, **Exhibit "C"**.
- F. Be entitled to rely upon that information which may be provided from time to time, from COUNTY. However, CONSULTANT shall call to COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

CONSULTANT shall be responsible for the professional quality technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.



If CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services hereunder. CONSULTANT shall not sublet, assign or transfer any services under this Agreement without the written consent of COUNTY.

COUNTY may require in writing that CONSULTANT remove from the Work any of CONSULTANT's personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Agreement Amount or Contract Time based on COUNTY's use of this provision will be valid. CONSULTANT shall indemnify and hold COUNTY harmless from and against any claim by CONSULTANT's personnel on account of the use of this provision.

#### **ARTICLE 11. DISPUTE RESOLUTION**

Disputes shall be resolved in accordance with § 2-26-63 and § 2-26-64 of the Manatee County Code. Any dispute resolution constituting a material change in this Agreement will not be final until an Amendment to this Agreement has been approved and executed by COUNTY Purchasing Official. If such dispute involves the percentage of the work completed by CONSULTANT, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONSULTANT of any amount determined to be due and owing.

#### **ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONSULTANT shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.
- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate the CONSULTANT'S performance. Such materials shall also be made available to COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONSULTANT shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to



this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- C. CONSULTANT shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days after receipt by CONSULTANT. CONSULTANT shall immediately inform COUNTY if it or any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

### **ARTICLE 13. PUBLIC RECORDS**

Pursuant to Florida Statutes §119.0701, to the extent CONSULTANT is performing services on behalf of COUNTY, CONSULTANT shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to COUNTY.
- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Phone: 941.742.5845**

**Email:** [Debbie.Scaccianoce@mymanatee.org](mailto:Debbie.Scaccianoce@mymanatee.org)

**Mail:** Manatee County BCC, Attn: Records Manager 1112 Manatee Avenue West, Bradenton FL 34205.

#### **ARTICLE 14. INDEMNIFICATION**

CONSULTANT shall indemnify and hold harmless COUNTY, its officers, employees and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, design professionals and other persons employed or utilized by CONSULTANT in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification shall include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT's expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

#### **ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes, and COUNTY expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 16. INSURANCE**

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as **Exhibit "D"**, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit "D"** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal



Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

#### **ARTICLE 17. LITIGATION SERVICES**

If notified by the Office of the County Attorney in writing, CONSULTANT agrees to provide litigation services up to and including the date of the completion of litigation as follows:

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
  - 1. Predisposition, pretrial, or prehearing preparation.
  - 2. Preparation of court exhibits.
  - 3. Attendance and testimony at depositions, pretrial hearings, or other court hearings.
  - 4. Any other services deemed necessary by the assigned attorney to successfully litigate and defend COUNTY's position in court.
- D. Compensation for litigation services shall not exceed CONSULTANT's Fee Rate Schedule specified in **Exhibit "B"**. The hourly billing rates shall contain all costs to include salaries, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.
- E. CONSULTANT's travel expenses will be submitted and paid in accordance with Section 112.061, Florida Statutes, provided prior approval of the travel is obtained from the County Attorney or the County Attorney's designee.
- F. CONSULTANT shall submit monthly statements for litigation services rendered to the Office of the County Attorney for approval, providing detailed accounting sufficient for pre-audit and specifying services performed, the dates of the services, hours expended for each service, the name of the person who performed the service, the service and a breakdown of approved expenses incurred with all receipts and invoices attached.



## **ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS**

CONSULTANT acknowledges that COUNTY is subject to restraints, limitations, regulations and controls imposed or administered pursuant to numerous applicable laws, ordinances, rules and regulations of federal, state, regional and certain local governmental agencies or authorities. All services rendered or performed by CONSULTANT pursuant to the provisions of this Agreement, as amended, shall be in compliance with all applicable local, state and federal laws and ordinances.

## **ARTICLE 19. SOLICITATION OF AGREEMENT**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

## **ARTICLE 20. NON-DISCRIMINATION**

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color or national origin. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

## **ARTICLE 21. ASSIGNMENT AND SUBCONTRACTS**

COUNTY has selected CONSULTANT for its stated skills and abilities, as outlined in the Request for Proposal process. CONSULTANT has represented to COUNTY that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement. Therefore, CONSULTANT shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the unlikely event CONSULTANT asserts it is necessary to utilize the services of third parties to perform any service under this Agreement, CONSULTANT shall first obtain prior written approval of COUNTY. Approval to utilize any third party shall not relieve CONSULTANT from any direct



liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONSULTANT as outlined in this Agreement.

#### **ARTICLE 22. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND**

The identity of the person or the entity, if not an individual, who or which shall be the owner or holder of the rights granted under this Agreement is very important to COUNTY. Therefore, in addition to the limitations of Article 14 above, CONSULTANT shall not, without prior written consent of COUNTY, sell, pledge, transfer or otherwise encumber this Agreement, or the rights granted therein, to any third party. Assignment, pledging, sale, transferring, or encumbering of any interest in or under this Agreement or the rights thereunder, to anyone other than the CONSULTANT, without the prior written consent of COUNTY, shall be grounds for immediate termination of this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

#### **ARTICLE 23. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

#### **ARTICLE 24. KEY PERSONNEL**

The following key personnel are hereby assigned to this Agreement by CONSULTANT:

David Morano, Project Manager, david.morano@evoqua.com, (941) 320-5828

CONSULTANT shall not remove such key personnel from providing the services contemplated by this Agreement; provided, however, that the removal of such personnel due to their incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Agreement. The County will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the key personnel being replaced. CONSULTANT shall not make any personnel changes of the key personnel until written notice is made to and approved by the COUNTY.

#### **ARTICLE 25. SUB-CONSULTANTS**

It is expected that CONSULTANT shall have standard in-house capability to provide all the services required by this Agreement. However, should CONSULTANT find it necessary to call



upon the services of sub-consultants, CONSULTANT shall utilize the sub-consultant's fees specified in **Exhibit "B"**. CONSULTANT shall also require each sub-consultant to adhere to applicable provisions of this Agreement. The utilization of any sub-consultant by CONSULTANT shall not relieve CONSULTANT from any liability or responsibility to COUNTY pursuant to the provisions of this Agreement, as amended, or obligate COUNTY to the payment of any compensation to the sub-consultant or additional compensation to CONSULTANT. CONSULTANT is required to notify COUNTY of any replacements or additions to **Exhibit "B"** and receive prior written approval of COUNTY for replacements or additions before the use of the sub-consultant.

#### **ARTICLE 26. NOTICES**

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government, Utilities Dept., Wastewater Division  
Attn: Jeff Goodwin  
4410 66<sup>th</sup> Street W.  
Bradenton, FL 34210  
Phone: (941) 792-8811  
Email: jeff.goodwin@mymanatee.org

To CONSULTANT: Evoqua Water Technologies  
Attn: David Morano  
2650 Tallevast Rd  
Sarasota, FL 34243  
Phone: (941) 320-5828  
Email: david.morano@evoqua.com

#### **ARTICLE 27. PROFESSIONAL LIABILITY**

To the fullest extent allowed by law, the individuals performing professional services pursuant to this Agreement shall be personally liable for negligent acts or omissions. To the fullest extent allowed by law, CONSULTANT shall likewise be liable for negligent acts or omissions in the performance of professional services pursuant to this Agreement.

#### **ARTICLE 28 RELATIONSHIP OF PARTIES**

The relationship of CONSULTANT to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONSULTANT or any of the officers, employees, personnel, agents, or sub-consultants of CONSULTANT any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONSULTANT in connection with the Agreement or for debts or claims accruing to such parties. CONSULTANT shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.



## **ARTICLE 29. NO CONFLICT**

By accepting award of this Agreement, CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

## **ARTICLE 30. ETHICAL CONSIDERATIONS**

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONSULTANT shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONSULTANT shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

## **ARTICLE 31. PUBLIC ENTITY CRIMES**

CONSULTANT has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONSULTANT comply with it in all respects prior to and during the term of this Agreement.

## **ARTICLE 32. SEVERABILITY**

It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

## **ARTICLE 33. HEADINGS, CONSTRUCTION**

The Parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## **ARTICLE 34. TAXES**

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT's normal tax liability.



CONSULTANT shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONSULTANT under applicable law to the extent that CONSULTANT is responsible for the payment of same under applicable law.

#### **ARTICLE 35. FORCE MAJEURE**

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the Party seeking relief under this Article.

#### **ARTICLE 36. LEGAL REFERENCES**

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

#### **ARTICLE 37. GOVERNING LAW, JURISDICTION AND VENUE**

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

#### **ARTICLE 38. ATTORNEY FEES**

In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

#### **ARTICLE 39. PATENT AND COPYRIGHT RESPONSIBILITY**

Any material, design or supplied specified by CONSULTANT or supplied by CONSULTANT pursuant to this Agreement shall not knowingly infringe any patent or copyright, and CONSULTANT shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by CONSULTANT in the performance of the Professional Corrosion and Odor Control Services.



#### **ARTICLE 40. NO THIRD-PARTY BENEFICIARIES**

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

#### **ARTICLE 41. AMENDMENTS**

This Agreement and Exhibits referenced herein constitute the entire Agreement between the Parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties. The Parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

#### **ARTICLE 42. TIME**

For purposes of computing any period of a number of days hereunder for notices or performance of ten (10) days or less, Saturdays, Sundays and holidays shall be excluded unless otherwise stated.

#### **ARTICLE 43. AUTHORITY TO EXECUTE**

Each of the Parties hereto covenants to the other Party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement No. 18-TA002693AJ for Corrosion and Odor Control Services to be duly executed by their authorized representatives:

**EVOQUA WATER TECHNOLOGIES**

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

Jennifer R. Miller, V.P. & G.M.

Print Name & Title of Above Signer

Date: 5/10/18

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

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

Theresa Webb, CPPO, CPPB, CPSM, C.P.M.  
Procurement Official

Date: May 22, 2018



**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CALCIUM NITRATE-BASED TREATMENT**

**A.01 SCOPE**

The Contractor shall furnish the necessary personnel, materials, chemicals, services, permits and licenses, methodology, supplies, and equipment necessary to provide services for the control of corrosion and odor utilizing the requirements and specifications for Calcium Nitrate as applicable for calcium nitrate chemicals, and shall provide vapor phase treatment for nuisance odor issues. Current treatment locations and dosage amounts are identified in Exhibit F. Should it be required and at the County's discretion, services may be expanded to other locations and service areas during the term of the Contract as the County continues its treatment strategy evaluation.

**A.02 GENERAL REQUIREMENTS: OPTION 1: CALCIUM NITRATE**

- A. Contractor for Option 1 will provide a calcium nitrate-based treatment strategy for application at specific locations within the County's wastewater system as shown in Exhibit F, with the exception of the locations identified below in Table 1.

Table 1

North Service Area Magnesium Hydroxide Treatment Locations		
Lift Station Name	Lift Station RTU	Treatment Type
Colony Cove #8	524	Mag Hydroxide
Jail/Stockade	565	Mag Hydroxide
N2B	548	Mag Hydroxide
N4B	550	Mag Hydroxide
River Wilderness 4	532	Mag Hydroxide

- B. Contractor shall provide all new storage and dosing equipment at the beginning of the Contract term and replacement, of equipment, as applicable, throughout the Contract term.
- C. All storage and dosing equipment provided by Contractor shall be compatible with the material being stored and pumped
- D. All storage and dosing equipment provided by Contractor shall meet all Manatee County, State of Florida, and Federal laws, rules and regulations.
- E. Contractor shall provide double contained storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements.
- F. Upon request by the County, Contractor shall provide tertiary containment at certain locations. NOTE: The County reserves the right to upgrade or increase the storage capacity or the type of control system at any site at any time during the term of Contract.
- G. Contractor shall be responsible for installation and maintenance of the storage and delivery systems and all associated piping and appurtenances during the term of the Contract.

- H. Contractor shall be responsible for obtaining all County required construction permits, drawings and schematics necessary for the installation of the storage and delivery system. All plans and schematics provided by Contractor shall be stamped by a licensed engineer registered in the State of Florida.
- I. Contractor shall provide gas phase hydrogen sulfide monitoring for key corrosion and odor control points. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H<sub>2</sub>S baseline levels are no longer available.
- J. Contractor shall provide service at intervals not to exceed fifteen (15) calendar days for any site and scheduled service visits shall include, at a minimum, the following:
  - i. Control point gas phase hydrogen sulfide (H<sub>2</sub>S) emissions
  - ii. Control point temperature measurement
  - iii. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations
  - iv. Chemical feed rate adjustment (if necessary)
- K. Contractor shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Manatee County Utilities Department. The County shall have final approval of ongoing corrosion/odor control planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.
- L. Contractor shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within thirty (30) days after contract award.
- M. Contractor shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least thirty (30) days prior to each workshop as agreed to by the County.
- N. Contractor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by federal or State Governments.
- O. Contractor shall be fully responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the Contractor to protect the workers, public and County staff, from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- P. Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.



- Q. Contractor shall inform the County of its planned work schedule to include delivery of chemical products and shall afford the County reasonable opportunity to observe and inspect the successful Proposer's work in progress.
- R. Contractor shall provide monthly reports to include complete system overview with total chemical usage and pH and gas phase hydrogen sulfide monitoring data for that month.
- S. Upon request by the County, Contractor shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements too include, but not limited to, protocols, training, system repairs, adjustments, targeted goals and program oversight. Includes participation in meetings deemed necessary by the County to address corrosion/odor control program needs.
- T. Contractor shall provide 24 hours per day, 7 days per week service and shall maintain adequate, service technicians, chemicals, equipment, and supplies to be on site to respond to odor problems, equipment problems, and emergency situations as follows: same-day onsite response to standard requests and four-hour onsite response to emergency requests.

**A.03    TECHNICAL REQUIREMENTS CALCIUM NITRATE**

- A. Contractor shall, based upon treatment and budgetary objectives established by the Utilities Department, and as directed by of the Utilities Department, refine and adjust the existing corrosion/odor control program. Treatment strategies must emphasize prevention/minimization of hydrogen sulfide production in the system where practical (as opposed to treating for odor after hydrogen sulfide formation has occurred). The treatment program shall include, but not be limited to, expanding services to wastewater treatment plants and designated pumping stations.
- B. The material supplied shall be an aqueous solution of calcium nitrate containing a minimum of 3.5 pounds of nitrate-oxygen per gallon.
- C. The calcium nitrate solution shall be capable of reducing the dissolved hydrogen sulfide concentration in wastewater to 0.1 mg/L or less.
- D. The calcium nitrate solution shall be free of any objectionable odor producing compounds

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## Exhibit B

### Fees

#### **B.01 Calcium Nitrate FEES**

##### OPTION 1: CALCIUM NITRATE

Fees for the chemicals listed as follows:

Description	Unit of Measure	Unit Cost
Chemical, Calcium Nitrate	Gallon	\$2 .35

\*The average monthly cost based upon the lift station information, for chemical and proposed services, the estimated monthly cost for each chemical.

**\$120,000 per month**

This estimated annual cost is based on use of Bioxide@ (calcium nitrate)

#### **B.02 Storage Rental Fees**

Storage and dosing equipment rental rates apply for new systems only. If existing <sup>1</sup> like new systems are accepted by the County these fees will be waived.

Provide Fees for the proposed services as follows:

Description	Unit of Measure	Unit Cost
Rental Fee for Storage and Dosing Equipment	Month	\$710 Single Wa11 <sup>2</sup> \$971.00 Double Wa11 <sup>2</sup>
Rental Fee for Vapor Phase Treatment (CaNO3 only)	Month	See Attached <sup>3</sup>
On-going Equipment Maintenance Services	Month	Included

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**B.03 CHEMICAL /BIOLOGICAL PRODUCTS**

All product prices with this section include delivery, application equipment, ongoing maintenance, technical evaluations/support service and technology licenses.

ITEM #	DESCRIPTION	PRICE
1	Bioxide	\$2.35/ gallon
2	Bioxide Plus 71	\$3.48/ gallon
3	Bioxide AE	\$2.72/ gallon
4	Odophos	\$0.76/ gallon
5	Odophos Plus	\$1.40/ gallon
6	Ferric Sulfate 9%	\$1.43/ gallon
7	PRI-SC Odophos	\$0.88/ gallon
8	PRI-SC Odophos Plus	\$1.68/ gallon
9	PRI-SC Ferric Sulfate 9%	\$1.72/ gallon
10	50% Hydrogen Peroxide	\$0.44/pound
11	PRISC Peroxide	\$0.51/ pound
12	VX456 Bulk Tanker	\$1.20/ pound
13	VX-456 Tote	\$1.52/ pound
14	Aktivox Bulk Tanker	\$0.90/ pound
15	Aktivox (Tote)	\$1.22/ pound
16	Textone L	\$0.84/ pound
17	AQuit	\$16.50/ pound
18	Alkagen AQ (formerly "Alk AQuit 25")	\$1.46/ gallon
19	Sodium Hydroxide 25%	\$2.35/ gallon
20	Sodium Hydroxide 50%	\$5.08/ gallon
21	Sodium H Hypochlorite	\$2.25/ gallon

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**B.04 New Vapor Phase Systems**

A mobilization fee of 2 times the monthly fee shall apply for all units. A de-mobilization fee of 2 times the monthly fee shall apply for all units removed prior to 36 months.

If a chemical scrubber is required, all chemicals used by the scrubber will be charged in addition to the monthly BOO/Rental.

**New Vapor Phase Systems Monthly Cost**

ITEM NO.	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN HS CONCENTRATION (ppmv)			
			B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$135	\$726		
2	0-75	\$681	\$864		
3	0-140	\$959	\$1,432	\$1,695	\$2,448
4	0-280	\$1,098	\$1,568	\$2,448	\$3,925
5	0-600	\$1,635	\$2,218	\$3,726	\$4,460
6	0-850	\$2,376	\$3,161	\$4,070	\$4,871
7	0-1150	\$2,612	\$3,472	\$4,312	\$5,372
8	0-1500	\$2,988	\$3,925	\$4,871	\$5,960
9	0-2000	\$3,294	\$4,125	\$5,845	\$6,829
10	0-3000	\$3,920	\$4,675	\$5,829	\$6,829
11	0-4000	\$4,373	\$5,372	\$8,175	\$11,550
12	0-5000	\$4,829	\$5,505	\$8,950	\$14,249
13	0-8000	\$7,480	\$8,400	\$11,445	\$15,700
14	0-12000	\$10,835	\$11,550	\$14,249	\$19,675
15	0-15000	\$11,772	\$12,880	\$22,258	
16	0-18000	\$14,538	\$15,216	\$23,663	

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**B.05 Existing Vapor Phase Systems**

The following table represents monthly cost for existing installations installed in Manatee County prior to July 1, 2018.

If a chemical scrubber is required, all chemicals used by the scrubber will be charged in addition to the monthly BOO/Rental.

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

ITEM NO.	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN HS CONCENTRATION (ppmv)			
			B. 10-150	c. 150-300	D. 300-500
1	Natural Draft	\$125	\$300		
2	0-75	\$506	\$693		
3	0-140	\$880	\$1,290	\$1,425	\$1,980
4	0-280	\$980	\$1,425	\$1,980	\$2,900
5	0-600	\$1,500	\$1,980	\$2,900	\$3,275
6	0-850	\$2,200	\$2,900	\$3,100	\$3,750
7	0-1150	\$2,600	\$3,100	\$3,275	\$4,250
8	0-1500	\$2,850	\$3,275	\$3,750	\$4,700
9	0-2000	\$3,050	\$3,750	\$4,250	\$5,050
10	0-3000	\$3,500	\$4,250	\$4,700	\$7,500
11	0-4000	\$3,975	\$4,700	\$5,050	\$10,500
12	0-5000	\$4,350	\$5,050	\$7,500	\$11,500
13	0-8000	\$6,800	\$7,500	\$10,500	\$13,960
14	0-12000	\$9,850	\$10,500	\$11,500	\$21,000
15	0-15000	\$10,800	\$11,500	\$13,960	
16	0-18000	\$12,980	\$13,960	\$21,000	

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#### **B.06 Internet access to Data**

The following services are offered for projects that do not include provision of technologies or services from Evoqua that are found elsewhere in this contract.

These charges will not apply if these services are provided in conjunction with Evoqua technologies.

The monthly fee includes Internet access to data.

VaporLink H2S Monitor	\$360/month
Advanced Dosing Controller and Monitor	\$450/month

#### **B.07 Hourly Fee Schedule**

The following hourly rates are for projects that do not include provision of technologies or services from Evoqua that are found elsewhere in this contract.

The charges will not apply if services are provided in conjunction with Evoqua technologies or investigation of new odor and corrosion applications

#### **Fee Rate by Discipline:**

<b>JOB TITLE</b>	<b>Per hour</b>
Project Manager	\$200
Project Coordinator	\$175
Project Specialist Financial (Compliance/Data)	\$150
Senior Project Manager	\$225
Principal Engineer Professional Engineer	\$250
Project Engineer	\$200
Administrative Assistant/Clerical	\$125
Field Crew (per person)	\$150

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**EXHIBIT "C"**

**AFFIDAVIT OF NO CONFLICT**

**AGREEMENT No. 18-TA002693AJ**

STATE OF FLORIDA

COUNTY OF Manatee

BEFORE ME, the undersigned authority, personally appeared Jennifer R. Miller, as V.P. & G.M. of Sarasota, Florida, with full authority to bind Evoqua Water Technologies LLC (hereinafter "CONSULTANT"), who being first duly sworn, deposes and says that  
CONSULTANT:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONSULTANT to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

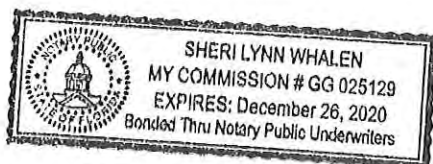
(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 18-TA002693AJ for Corrosion and Odor Control Services.

DATED this 10 day of May, 18  .

J. Miller  
Signature

The foregoing instrument was sworn to and acknowledged before me this 10 day of May, 2018, by Jennifer R. Miller, as V.P. & G.M. of Evoqua Water Technologies LLC He/she is personally known to me or has produced Personally Known as identification.



Sheri Lynn Whalen  
Notary Public, State of Florida at Large

Commission No. GG 025129

**EXHIBIT D**  
**INSURANCE AND BOND REQUIREMENTS**  
**CORROSION AND ODOR CONTROL SERVICES**  
**SOLICITATION NO. RFP 18-TA002693AJ**

Work under the resulting Agreement cannot commence until all insurance coverages indicated herein have been obtained. The cost for insurance coverages is the sole responsibility of successful Proposer. The Successful Proposer shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, proof the following minimum amounts of insurance on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<b><u>STANDARD INSURANCES</u></b>	<b><u>REQUIRED LIMITS</u></b>
<b>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</b>	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than: <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Combined Single Limit; OR</li> <li>• \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage</li> <li>• \$ <u>10,000</u> Personal Injury Protection (No Fault)</li> <li>• \$ <u>500,000</u> Hired, Non-Owned Liability</li> <li>• \$ <u>10,000</u> Medical Payments</li> </ul> <i>This policy shall contain severability of interests' provisions.</i>
<b>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</b> <i>(Per Occurrence form only; claims-made form is not acceptable)</i>	Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than: <ul style="list-style-type: none"> <li>• \$ <u>1,000,000</u> Single Limit Per Occurrence</li> <li>• \$ <u>2,000,000</u> Aggregate</li> <li>• \$ <u>1,000,000</u> Products/Completed Operations Aggregate</li> <li>• \$ 1,000,000 Personal and Advertising Injury Liability</li> <li>• \$ 50,000 Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ <u>1,000,000</u>, Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>)</li> </ul> <i>This policy shall contain severability of interests' provisions.</i>
<b>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</b>	Coverage limits of not less than: <ul style="list-style-type: none"> <li>• \$ <u>100,000</u> Each Accident</li> <li>• \$ <u>100,000</u> Disease Each Employee</li> <li>• \$ <u>500,000</u> Disease Policy Limit</li> </ul>
<b>4. <input checked="" type="checkbox"/> Worker's Compensation Insurance</b>	Coverage limits of not less than: <ul style="list-style-type: none"> <li>• Statutory workers' compensation coverage shall apply for all</li> </ul>



<input type="checkbox"/> <b>US Longshoremen &amp; Harbor Workers Act Coverage</b>  <input type="checkbox"/> <b>Jones Act Coverage</b>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> <li>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</li> </ul> <p>Should 'leased employees' or subcontractors be retained for any part of the project or service, the employee leasing agency or contractor shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><b><u>OTHER INSURANCES</u></b></p>	<p><b><u>REQUIRED LIMITS</u></b></p>
<p>5. <input type="checkbox"/> <b>Aircraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit.</li> <li>\$ _____ General Aggregate</li> </ul>
<p>6. <input type="checkbox"/> <b>Unmanned Aircraft Liability Insurance (Drone)</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>\$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.</li> <li>\$ _____ General Aggregate</li> </ul>
<p>7. <input checked="" type="checkbox"/> <b>Installation Floater Insurance</b></p>	<p>When the contract or agreement <b>does not</b> include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>100% of the completed value of such addition(s), building(s), or structure(s)</li> </ul>
<p>8. <input type="checkbox"/> <b>Professional Liability and/or Errors and Omissions (E&amp;O) Liability Insurances</b></p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>



	<ul style="list-style-type: none"> <li>• \$ _____ Bodily Injury and Property Damage Each Occurrence</li> <li>• \$ _____ General Aggregate</li> </ul>
<b>9. <input type="checkbox"/> Builder's Risk Insurance</b>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed</li> <li>• The policy shall not carry a self-insured retention/deductible greater than \$10,000</li> </ul> <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<b>10. <input type="checkbox"/> Cyber Liability Insurance</b>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Security Breach Liability</li> <li>• \$ _____ Security Breach Expense Each Occurrence</li> <li>• \$ _____ Security Breach Expense Aggregate</li> <li>• \$ _____ Replacement or Restoration of Electronic Data</li> <li>• \$ _____ Extortion Threats</li> <li>• \$ _____ Business Income and Extra Expense</li> <li>• \$ _____ Public Relations Expense</li> </ul> <p>NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.</p>
<b>11. <input checked="" type="checkbox"/> Hazardous Materials Insurance (As Noted)</b>  <b>*Pollution Liability is required for RFP 18-TA002693AJ only if a hazardous material, as defined by State of Florida or federal government, is used.</b>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input checked="" type="checkbox"/> <b>Pollution Liability</b></p>



	<ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Asbestos Liability (If handling within scope of Contract)</b></p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</li> </ul> <p><input type="checkbox"/> <b>Disposal</b></p> <p>When applicable, Successful Proposer shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.</li> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.</li> </ul>
<p>12. <input type="checkbox"/> <b>Hazardous Waste Transportation Insurance</b></p>	<p>Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> <li>Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.</li> </ul>
<p>13. <input type="checkbox"/> <b>Liquor Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li><u>\$1,000,000</u> Each Occurrence and Aggregate</li> </ul>

<p>14. <input type="checkbox"/> <b>Garage Keeper's Liability Insurance</b></p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the lot or garage.</li> </ul>
<p>15. <input type="checkbox"/> <b>Bailee's Customer Liability Insurance</b></p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• Property and asset coverage in the full replacement value of the County asset(s) in the Successful Proposer's care, custody and control.</li> </ul>
<p>16. <input type="checkbox"/> <b>Hull and Watercraft Liability Insurance</b></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> <li>• \$ _____ Each Occurrence</li> <li>• \$ _____ General Aggregate</li> <li>• \$ _____ Fire Damage Liability</li> <li>• \$ <u>10,000</u> Medical Expense, and</li> <li>• \$ _____ Third Party Property Damage</li> <li>• \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</li> </ul>
<p>17. <input type="checkbox"/> <b>Other (Please Specify)</b></p>	



**BOND REQUIREMENTS**

**18. ☐ Bid Bond**

A Bid Bond in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.

In lieu of the bond, the bidder may file an alternative form of security in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.

NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

**19. ☐ Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.

NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.

Approved by Risk:



Date:

05/01/2018

## INSURANCE REQUIREMENTS

### **I. THE POLICIES BELOW ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. **"Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Proposer, his agents, representatives, and employees; products and completed operations of the Successful Proposer; or automobiles owned, leased, hired or borrowed by the Successful Proposer. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Proposer shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Proposer's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Proposer's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form, unless specifically noted otherwise.

#### **2. Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Proposer for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above. In addition, when requested in writing from the County, Successful Proposer will provide the County with a certified copy of all applicable insurance policies. The address where such certificates and certified policies shall be sent or delivered is as follows unless otherwise provided:



**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Purchasing Division - Procurement**  
**1112 Manatee Avenue West**  
**Bradenton, FL 34205**

2. The project's solicitation number and title shall be listed on each Certificate of Insurance or policy.
  3. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.
  4. Successful Proposer shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
  8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all the requirements set forth to the procurement representative.
  9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- II. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.
- III. Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- IV. The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.

- V. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

**INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: Evoqua Water Technologies LLC Date: 5/10/18

Signature  
(Authorized  
Official):



Printed Name/Title: Jennifer R. Miller, V.. & G.M.

Insurance Agency: Willis Towers Watson

Agent Name: Cinday Sopp Agent Phone: 412-863-4776

***Return this signed statement with your bid or proposal.***