

**COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF
CORROSION AND ODOR CONTROL SERVICES**

THIS COOPERATIVE PURCHASING AGREEMENT FOR THE PROVISION OF CORROSION AND ODOR CONTROL SERVICES ("Piggyback Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **EVOQUA WATER TECHNOLOGIES, LLC** a limited liability company duly organized in the state of Delaware and authorized to do business in the state of Florida (EIN: 80-0909020) ("Contractor").

WHEREAS, after a competitive procurement process, Lee County, Florida entered into an Agreement for Annual Odor Control and Corrosion Services with Evoqua Water Technologies, LLC for the provision of providing corrosion and odor control services to Lee County's wastewater system, Lee County contract number RFP-170384ANB (the "Lee County Agreement"); and

WHEREAS, in accordance with Chapter 287, Florida Statutes and the City of Ocala's contracting and procurement policies and procedures, City has the legal authority to "piggyback" the purchase of goods and services as contract by another governmental entity as a form of inter-governmental cooperative purchasing when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, City desires to purchase labor, services and materials for the provision of corrosion and odor control services for the City of Ocala's waster system pursuant to essentially the same terms and conditions provided under the Lee County Agreement as applicable and amended by the terms and conditions of this Piggyback Agreement; and

WHEREAS, Contractor agrees to extend the terms, conditions, and pricing of the Lee County Agreement to City, subject to the terms and conditions of the Piggyback Agreement.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **DEFINITIONS.** As used in this Piggyback Agreement, the following terms shall have the meaning specified below:
 - A. **Piggyback Agreement:** shall mean this Cooperative Purchasing Agreement for the Provision of Corrosion and Odor Control Services as it may from time to time be amended or modified pursuant to its terms and provisions.
 - B. **Lee County Agreement:** shall mean the Agreement for Annual Odor Control and Corrosion Services between Lee County and Evoqua Water Technologies, LLC and its exhibits, as amended and attached hereto as **Exhibit A – Lee County Agreement**.
3. **INCORPORATION OF LEE COUNTY AGREEMENT.** The Lee County Agreement attached hereto as Exhibit A is hereby incorporated by reference as if set forth herein in its entirety. However, to the extent that any terms and conditions set forth in the Lee County Agreement conflict with any of the amended or supplemental terms and conditions set forth in this Piggyback Agreement, then the amended and supplemental terms and conditions set forth in this Piggyback Agreement shall be given precedence.

4. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
Exhibits to Agreement: The Exhibits to this Agreement are as follows:
 - A. Exhibit A: Lee County Agreement (A-1 through A-50)
5. **AMENDED TERMS AND CONDITIONS.** The following terms and conditions of the Lee County Agreement are modified and replaced, in their entirety, as follows:
 - A. The terms "Lee County," "County," or "Board of County Commissioners" shall be replaced and intended to refer to the "City of Ocala."
 - B. The term "Vendor" shall be replaced by the term "Contractor" and shall be intended to refer to "Evoqua Water Technologies, LLC."
 - C. **COMPENSATION.** City shall pay Contractor a price not to exceed the maximum limiting amount of **ONE MILLION, TWO HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$1,260,000)** for the performance of the work and in accordance with the contract documents based on the most current prices set forth in **Exhibit A – Lee County Agreement**.
 - D. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **JUNE 7, 2023** and continue through and including **MAY 14, 2024**.
6. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and Invoice Date. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Water Resources Department**, 1805 NE 30th Avenue, Bldg. 600, Ocala, Florida 34470 Attn: **Luis Acosta** E-Mail: lacosta@ocalafl.org; Office: 352-629-8456.
7. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
8. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - D. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must

also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

- E. **Amounts due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
21. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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 Chapter 119, Florida Statutes, 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 contract term and following completion of the contract if Contractor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 22. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of

the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

23. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
24. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
25. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
26. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
27. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
28. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

29. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

30. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor: Evoqua Water Technologies, LLC
Attention: Jennifer Miller
2650 Tallevast Road
Sarasota, Florida 34243
Phone: 800-345-3982
E-mail: municipalservices@evoqua.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to: William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: cityattorney@ocalafl.org

31. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

32. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED

HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

33. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
34. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
35. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
36. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
37. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
38. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
39. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
40. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
41. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a

duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

42. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

43. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

EVOQUA WATER TECHNOLOGIES, LLC

William E. Sexton, Esq.
City Attorney

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

Evoqua Odor & Corrosion Control Feed Rate and Cost

		From 5/22/2023 To 9/30/2023	# of Days	131
Bioxide	LS	Feed Rate GPD		
	5			85
	13			0
	29			60
	31			0
	32			104
	88			116
	46			85
	52			53
	55			49
	57			27
	72			84
	81			62
	89			49
	98			34
	127			13
	134			17
	Total GPD			
Bioxide Cost				\$369,951.86

New Price Acquire on 4/21/2023 @ \$3.37 Per Gallon

Bioxide	26	30
+71	120	68
Total GPD		98
Bioxide +71 Cost		\$58,669.66

New Price Acquire on 4/21/2023 @ \$4.57 Per Gallon

Total Cost	\$428,621.52
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H2S Monitoring Units - LS017-046-072-082-089 \$360 per Month X 5 units x 4 Months = \$7,200.00

Evoqua Odor & Corrosion Control Feed Rate and Cost

		From 10/1/2023 To 5/14/2024 # of Days 226
Bioxide	LS	Feed Rate GPD
	5	85
	13	0
	29	60
	31	0
	32	104
	88	116
	46	85
	52	53
	55	49
	57	27
	72	84
	81	62
	89	49
	98	34
	127	13
	134	17
Total GPD		838
Bioxide Cost		\$488,621.04 <i>New Price Acquire on 4/21/2023 @ \$3.37 Per Gallon</i>

Bioxide	26	30
+71	120	68
Total GPD		98
Bioxide +71 Cost		\$84,826.84 <i>New Price Acquire on 4/21/2023 @ \$4.57 Per Gallon</i>

Total Cost	\$573,447.88
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H2S Monitoring Units - LS017-046-072-082-089 \$360 per Month X 5 units x 7 Months = **\$12,600.00**

Evoqua Odor & Corrosion Control Feed Rate and Cost

		From	5/15/2024	To	9/30/2024	# of Days	138
Bioxide	LS	Feed Rate		GPD			
		5			85		
		13			0		
		29			60		
		31			0		
		32			104		
		88			116		
		46			85		
		52			53		
		55			49		
		57			27		
		72			84		
		81			62		
		89			49		
		98			34		
		127			13		
		134			17		
	Total GPD				838		
Bioxide Cost				\$389,720.28		<i>New Price Acquire on 4/21/2023 @ \$3.37 Per Gallon</i>	

Bioxide +71	26	30	
	120	68	
Total GPD		98	
Bioxide +71 Cost		\$61,804.68	

New Price Acquire on 4/21/2023 @ \$4.57 Per Gallon

Total Cost	\$451,524.96
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*** if Price Don't Change**

H2S Monitoring Units - LS017-046-072-082-089
 \$360 per Month X 5 units x 4 Months = **\$7,200.00**

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 3

THIRD AMENDMENT OF THE ANNUAL AGREEMENT
FOR ODOR CONTROL & CORROSION SERVICES

THIRD AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties also desire to correct an error in the Primary Vapor-Phase Technologies costs table; and,

WHEREAS, the Parties also desire to remove several items from the Chemical/Biological products that the Vendor no longer has available; and,

WHEREAS, the Parties mutually agree that items 7, 8, 9, and 11 of the Chemical/Biological products will be listed as "NA", the price increase for Chemical/Biological products will begin on the 14th day of May, 2023. and the price increase for the Primary Vapor-Phase Technologies will begin on the 1st day of January, 2023; and,

WHEREAS, the Parties also mutually agree that the price for item 9C on the Primary Vapor-Phase Technologies costs table shall be corrected from "\$6,246.00" to "\$7,398.00," for any installations occurring prior to the 1st day of January, 2023; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

RFP170384ANB
 Odor Control & Corrosion Services - Annual
 Evoqua Water Technologies, LLC - Amendment No. 3

1. The price increase for Chemical/Biological products will begin on the 14th day of May, 2023
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table for Chemical/Biological Products in Exhibit B of the Agreement:

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$3.37
2	Bioxide Plus 71	Gallon	\$4.57
3	Bioxide AE	Gallon	\$3.55
4	Odophos	Gallon	\$1.68
5	Odophos Plus	Gallon	\$2.09
6	Ferric Sulfate (9%)	Gallon	\$2.36
7	PRI-SC Odophos	Gallon	NA
8	PRI-SC Odophos Plus	Gallon	NA
9	PRI-SC Ferric Sulfate (9%)	Gallon	NA
10	50% Hydrogen Peroxide	Pound	\$0.49
11	PRI-SC Peroxide	Pound	NA
12	VX-456 (Bulk Tanker)	Pound	\$1.69
13	VX-456 (Tote)	Pound	\$2.25
14	Aktivox (Bulk Tanker)	Pound	\$1.26
15	Aktivox (Tote)	Pound	\$1.74
16	Textone L	Pound	\$1.29
17	AQuit	Pound	\$22.00
18	AlkAGEN AQ	Gallon	\$2.04
19	Sodium Hydroxide 25%	Gallon	\$4.89
20	Sodium Hydroxide 50%	Gallon	\$8.45
21	Sodium Hypochlorite	Gallon	\$4.20

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

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RFP170384ANB
 Odor Control & Corrosion Services - Annual
 Evoqua Water Technologies, LLC - Amendment No. 3

3. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations prior to the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
		1	Natural Draft	\$251.00	\$789.10
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$7,398.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

Notes:

- A. A mobilization fee of two (2) times the monthly rental fee shall apply for all units installed prior to 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

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RFP170384ANB
 Odor Control & Corrosion Services - Annual
 Evoqua Water Technologies, LLC - Amendment No. 3

4. The Parties agree that the following table shall supersede the existing table for Primary Vapor-Phase Technologies Monthly Costs in Exhibit B of the Agreement, for any installations after the 1st day of January, 2023:

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
		1	Natural Draft	\$281.12	\$883.68
2	0-140	\$1,223.04	\$1,776.22	\$2,796.64	\$3,421.88
3	0-280	\$1,762.88	\$2,481.60	\$3,421.88	\$4,775.68
4	0-600	\$1,980.16	\$2,645.44	\$4,427.36	\$5,410.72
5	0-850	\$3,021.76	\$3,756.48	\$4,873.12	\$5,597.76
6	0-1150	\$3,413.76	\$4,662.56	\$5,787.04	\$7,080.64
7	0-1500	\$3,640.00	\$4,708.48	\$5,897.92	\$7,144.48
8	0-2000	\$3,913.28	\$4,936.96	\$7,073.92	\$8,200.64
9	0-3000	\$4,780.16	\$5,341.28	\$6,995.52	\$10,071.60
10	0-4000	\$5,208.00	\$6,382.88	\$9,787.68	\$13,838.72
11	0-5000	\$5,544.00	\$6,651.68	\$10,638.88	\$17,398.08
12	0-8000	\$8,897.28	\$10,044.16	\$14,194.88	\$18,764.48
13	0-12000	\$12,938.24	\$14,314.72	\$17,398.08	\$23,485.28
14	0-15000	\$13,986.56	\$15,386.56	\$26,444.32	NA
15	0-18000	\$17,327.52	\$19,221.66	\$31,733.18	NA

Notes:

- A. A mobilization fee of three (3) times the monthly rental fee shall apply for all units installed after 1/1/2023. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
- B. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

[Remainder of the page left intentionally blank.]

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 3

IN WITNESS WHEREOF this Third Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective Parties hereto.

DATED this 13 day of March, 2022^{3 PM} by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: *Mary G. Tucker*
Mary G. Tucker
Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: *Demetrius*
County Attorney's Office

DATED this 8th day of December, 2022 by Evoqua Water Technologies, LLC

ATTEST:

BY: *Thomas R. Wilson*
Authorized Signature

See Attached Officer's Certificate
(Witness)

Thomas R. Wilson, P.E.
Authorized Signature Printed Name

V.P. & G.M.
Authorized Signature Title



Kevin Ruane
District One

Cecil L. Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

May 3, 2022

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Suite 3300
Pittsburg, PA 15222

SUBJECT: Renewal of Annual Contract No. RFP170384ANB
 Odor Control & Corrosion Services

Dear Mr. Maltby:

This is to inform you that Lee County agrees to renew the above subject contract for an additional one (1) year period, from 5/14/22 through 5/13/23.

We are hereby extending the annual contract for an additional one-year period under the same terms and conditions as the original award with the inclusion of the requested pricing from the Board date of 4/19/23. Please see Amendment.

If you have any questions regarding this letter, please contact me at (239) 533-8871.

Sincerely,

Kimberly Urban

Kimberly Urban
Contracts Analyst
Procurement Management Division

C: Project File



Kevin Ruane District One
Cecil L. Pendergrass District Two
Ray Sandelli District Three
Brian Hamman District Four
Frank Mann District Five
Roger Desjarlais County Manager
Richard Wesch County Attorney
Donna Marie Collins County Hearing Examiner

November 2, 2021

239-533-8871

Mr. Charles Maltby
Evoqua Water Technologies, LLC
210 Sixth Avenue, Suite 3300
Pittsburg, PA 15222

Subject: Renewal of Annual Contract RFP170384ANB
Odor Control & Corrosion Services

Dear Mr. Maltby:

The above-referenced annual contract will expire on May 13, 2022, unless renewed. Lee County is requesting that this annual contract be renewed for an additional one year period (5/14/22 - 5/13/23). Therefore, we are requesting that you choose one of the following options and return this letter to Lee County Procurement Management, Attn: Kimberly Urban, P.O. Box 398, Ft. Myers, FL 33902-0398, (Fax: 239-485-8383 or email kurban@leegov.com), within 15 calendar days from receipt. Failure to return by November 16, 2021, may, at the County's sole discretion, result in contract cancellation and/or rebid of solicitation.

* a. I want to continue performing under this annual contract for an additional one year period under the same terms and conditions as agreed upon in the above-referenced quotation.

*Please see attached requested pricing
As a condition of this renewal, the vendor agrees to provide Lee County with an updated insurance certificate upon expiration of the original certificate on file with the County.

b. I am not interested in extending this contract for an additional one-year period. Why?

Vendor:

Handwritten signature of Jennifer R. Miller

Signature Jennifer R. Miller

V. P. & G. M.

Title

2/1/22

Date

Lee County:

Handwritten signature of Procurement Management Director

Signature of Authorized Official

Procurement Management Director

Title

Handwritten date: May 3, 2022

Date

P.O. Box 398, Fort Myers, Florida 33902-0398 Phone: (239) 533-2111
www.leegov.com
AN EQUAL OPPORTUNITY EMPLOYER

RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 2

SECOND AMENDMENT OF THE ANNUAL AGREEMENT
FOR ODOR CONTROL & CORROSION SERVICES

SECOND AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14th day of May, 2022; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2022
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

RFP170384ANB
 Odor Control & Corrosion Services - Annual
 Evoqua Water Technologies, LLC - Amendment No. 2

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.69
2	Bioxide Plus 71	Gallon	\$3.89
3	Bioxide AE	Gallon	\$2.98
4	Odophos	Gallon	\$1.29
5	Odophos Plus	Gallon	\$1.89
6	Ferric Sulfate (9%)	Gallon	\$1.94
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.46
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.35
13	VX-456 (Tote)	Pound	\$1.74
14	Aktivox (Bulk Tanker)	Pound	\$1.03
15	Aktivox (Tote)	Pound	\$1.39
16	Textone L	Pound	\$0.98
17	AQuit	Pound	\$17.79
18	AlkAGEN AQ	Gallon	\$1.68
19	Sodium Hydroxide 25%	Gallon	\$3.99
20	Sodium Hydroxide 50%	Gallon	\$6.50
21	Sodium Hypochlorite	Gallon	\$2.75

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

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

RFP170384ANB
 Odor Control & Corrosion Services - Annual
 Evoqua Water Technologies, LLC - Amendment No. 2

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$251.00	\$789.10	N/A	N/A
2	0-140	\$1,092.00	\$1,585.91	\$2,497.00	\$3,055.25
3	0-280	\$1,574.00	\$2,215.71	\$3,055.25	\$4,264.00
4	0-600	\$1,768.00	\$2,362.00	\$3,953.00	\$4,831.00
5	0-850	\$2,698.00	\$3,354.00	\$4,351.00	\$4,998.00
6	0-1150	\$3,048.00	\$4,163.00	\$5,167.00	\$6,322.00
7	0-1500	\$3,250.00	\$4,204.00	\$5,266.00	\$6,379.00
8	0-2000	\$3,494.00	\$4,408.00	\$6,316.00	\$7,322.00
9	0-3000	\$4,268.00	\$4,769.00	\$6,246.00	\$8,992.50
10	0-4000	\$4,650.00	\$5,699.00	\$8,739.00	\$12,356.00
11	0-5000	\$4,950.00	\$5,939.00	\$9,499.00	\$15,534.00
12	0-8000	\$7,944.00	\$8,968.00	\$12,674.00	\$16,754.00
13	0-12000	\$11,552.00	\$12,781.00	\$15,534.00	\$20,969.00
14	0-15000	\$12,488.00	\$13,738.00	\$23,611.00	N/A
15	0-18000	\$15,471.00	\$17,162.20	\$28,333.20	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A demobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

Fully Automated Odor Control Products

1. H2S Monitor \$ 360.00/mo.
2. Advanced Dosing Controller&Monitor \$ 450.00/mo.

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer (P.E.)	\$ 250.00/hr.

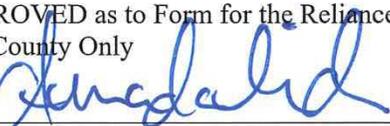
RFP170384ANB
Odor Control & Corrosion Services - Annual
Evoqua Water Technologies, LLC - Amendment No. 2

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this 3 day of May, 2022 by the Lee County Board of County Commissioners.

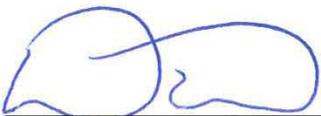
COUNTY: LEE COUNTY, FLORIDA

BY: 
Mary G. Tucker
Director of Procurement Management, on behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of Lee County Only
BY: 
County Attorney's Office

DATED this 11 day of March, 2022 by Evoqua Water Technologies, LLC

ATTEST:


(Witness)

David L. Morano

BY: 
Authorized Signature

Thomas R. Wilson, P.E.
Authorized Signature Printed Name

V.P. & G.M.
Authorized Signature Title

CORPORATE SEAL:



RFP170384ANB
Odor Control & Corrosion Services - Annual
Amendment No. 1

FIRST AMENDMENT OF THE ANNUAL AGREEMENT
FOR ODOR CONTROL & CORROSION SERVICES

FIRST AMENDMENT OF THE ANNUAL AGREEMENT FOR ODOR CONTROL & CORROSION SERVICES, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Evoqua Water Technologies, LLC ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the annual purchase of odor control and corrosion services through Solicitation No. RFP170384ANB with Vendor on the 14th day of May, 2018 ("Agreement"); and,

WHEREAS, the Parties mutually agree to increase the price for the annual purchase of odor control and corrosion services; and,

WHEREAS, the Parties mutually agree that the price increase will begin on the 14th day of May, 2021; and,

WHEREAS, the Parties desire to modify the Agreement pursuant to Article XVI. MISCELLANEOUS of the Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The price increase will begin on the 14th day of May, 2021
2. The Parties agree that the following Fee Schedule table shall supersede the existing Fee Schedule table in Exhibit B of the Agreement:

[The remainder of this page intentionally left blank.]

RFP170384ANB
 Odor Control & Corrosion Services - Annual
 Amendment No. 1

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.47
2	Bioxide Plus 71	Gallon	\$3.65
3	Bioxide AE	Gallon	\$2.85
4	Odophos	Gallon	\$0.80
5	Odophos Plus	Gallon	\$1.47
6	Ferric Sulfate (9%)	Gallon	\$1.50
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.46
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.25
13	VX-456 (Tote)	Pound	\$1.59
14	Aktivox (Bulk Tanker)	Pound	\$0.95
15	Aktivox (Tote)	Pound	\$1.27
16	Textone L	Pound	\$0.88
17	AQuit	Pound	\$17.30
18	AlkAGEN AQ	Gallon	\$1.53
19	Sodium Hydroxide 25%	Gallon	\$2.47
20	Sodium Hydroxide 50%	Gallon	\$5.33
21	Sodium Hypochlorite	Gallon	\$2.36

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

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

RFPI170384ANB
 Odor Control & Corrosion Services - Annual
 Amendment No. 1

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$128.50	\$746.33	N/A	N/A
2	0-140	\$985.85	\$1,472.10	\$1,742.46	\$2,516.54
3	0-280	\$1,128.74	\$1,611.90	\$2,516.54	\$4,034.90
4	0-600	\$1,680.78	\$2,280.10	\$3,830.33	\$4,584.88
5	0-850	\$2,442.53	\$3,249.51	\$4,183.96	\$5,007.39
6	0-1150	\$2,685.14	\$3,569.22	\$4,432.74	\$5,522.42
7	0-1500	\$3,071.66	\$4,034.90	\$5,007.39	\$6,116.60
8	0-2000	\$3,386.23	\$4,240.50	\$6,008.66	\$7,020.21
9	0-3000	\$4,029.76	\$4,805.90	\$7,020.21	\$8,403.90
10	0-4000	\$4,495.44	\$5,522.42	\$8,403.90	\$11,873.40
11	0-5000	\$4,964.21	\$5,659.14	\$9,200.60	\$14,647.97
12	0-8000	\$7,689.44	\$8,635.20	\$11,765.46	\$16,139.60
13	0-12000	\$11,138.38	\$11,873.40	\$14,647.97	\$20,225.90
14	0-15000	\$12,101.62	\$13,240.64	\$22,881.22	N/A
15	0-18000	\$14,945.06	\$15,642.05	\$24,325.56	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A demobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

Fully Automated Odor Control Products

1. H2S Monitor \$ 360.00/mo.
2. Advanced Dosing Controller&Monitor \$ 450.00/mo.

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

- | <u>Description</u> | <u>Fee</u> |
|---------------------------------|---------------|
| 1. Engineer or Chemist | \$ 200.00/hr. |
| 2. Technician | \$ 150.00/hr. |
| 3. Professional Engineer (P.E.) | \$ 250.00/hr. |

RFP170384ANB
Odor Control & Corrosion Services - Annual
Amendment No. 1

IN WITNESS WHEREOF this First Amendment of the Agreement has been signed and sealed,
in duplicate, by the respective Parties hereto.

DATED this 9 day of June, 2021 by the Lee County Board of County
Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: Mary G. Tucker
Mary G. Tucker

Director of Procurement Management, on
behalf of the Board of County
Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: P. Chuck Lira
County Attorney's Office

DATED this 1 day of April, 2021 by Evoqua Water Technologies, LLC

ATTEST:

BY: J. R. Miller
Authorized Signature

See Attached Officer's Certificate
(Witness)

Jennifer R. Miller
Authorized Signature Printed Name

V.P. & G.M.
Authorized Signature Title

CORPORATE SEAL:



MAY 21 2018

**AGREEMENT FOR
Annual – Odor Control & Corrosion Services**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies, LLC, a Delaware limited liability company authorized to do business in the State of Florida, whose address is 210 Sixth Avenue, Suite 3300, Pittsburg, PA 15222, and whose federal tax identification number is 80-0909020, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase annual odor control & corrosion services from the Vendor in connection with "Annual – Odor Control & Corrosion Services" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP170384ANB on October 6, 2017; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 11, 2018; and,

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications attached hereto and incorporated herein as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for three (3) years with the

option of renewal for three (3) additional one (1)-year periods upon the mutual written agreement of both parties.

- B. A purchase order or Notice to Proceed must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. RFP170384ANB, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B that were provided during that invoicing period).
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement 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 County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, publicrecords@leegov.com; <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County’s review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor’s Representative:

County’s Representatives:

Name: Charles Maltby
 Title: Project Manager
 Address: 2650 Tallevast Road
Sarasota, FL 34243
 Telephone: 941-586-8813
 Facsimile: 941-359-7985
 E-mail: Charles.Maltby@evoqua.com

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County’s or the Vendor’s Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement
2. County's Purchase Order
3. Solicitation No. RFP170384ANB
4. Vendor's Submittal in Response to Solicitation No. RFP170384ANB

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

EVOQUA WATER TECHNOLOGIES, LLC

Signed By: See Attached Officer's Certificate

Signed By: *J.R. Miller*

Print Name: _____

Print Name: Jennifer R. Miller

Title: V.P. & G.M.

Date: 3/7/18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Cecil L. Pendergrass*
CHAIR

DATE: 5-14-18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Melina Butler*
DEPUTY CLERK

Commissioner Cecil L Pendergrass
Lee County Board of County Commissioners
District 2



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: *Linda Doggett*
OFFICE OF THE COUNTY ATTORNEY



EVOQUA WATER TECHNOLOGIES LLC

OFFICER'S CERTIFICATE

I, Karissa Varner, Assistant Secretary of Evoqua Water Technologies LLC, a Delaware limited liability company (the "Company"), do hereby certify on behalf of the Company that Jennifer R. Miller is Vice President and General Manager of the WT Municipal Services Sub-segment of the Company, and that in such capacity, Ms. Miller has full power and authority to execute and deliver the Company's bid and all related ancillary agreements in connection with the supply of Full Service Odor Control to Lee County Board of County Commissioners in Fort Myers, Florida.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on the 7th day of November 2017.





Karissa Varner
Assistant Secretary

**EXHIBIT A
SPECIFICATIONS**

GENERAL SCOPE OF PROJECT

The Vendor shall provide the necessary personnel, equipment, materials, supplies, transportation, services and otherwise do all things necessary to provide comprehensive odor and corrosion control to minimize corrosion effects on the County’s wastewater infrastructure and to address nuisance odors in the system. In full accordance with the Detailed Specifications Section of Solicitation No. RFP170384ANB, incorporated by reference as if attached hereto, the Vendor shall provide specific odor/corrosion treatment, shall identify related wastewater treatment plant issues/costs, shall install necessary monitoring equipment, and shall establish objectives and monitoring programs for odor/corrosion control treatment.

CONTROL REQUIREMENTS

The Vendor shall maintain the control goals listed in Table 1 below at the listed control point and established average daily flows (ADF). Average flow rates that exceed these stated rates shall excuse the Vendor from meeting such goals. The Vendor shall employ an appropriate technology at and/or upstream of each of the sites listed to control odors or sulfides in liquid at or below the agreed upon control goal. These technologies include but are not limited to the addition of BIOXIDE® products, pH shift chemical treatment, and vapor phase odor control.

Table 1.

Control Point	Address	ADF	Control Goal
S WWTP S Inf MH, back of plant	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP N Inf MH S of	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
S WWTP 36" N Inf MH 1	1618 South Dr, Fort Myers Fl	2.0 mgd	< 1 mg/L DS
LS 2256	15675 Pine Ridge Road, Fort Myers Beach	0.8 mgd	< 150 ppm H2S
Ft Myers Beach WWTP	17155 Pine Ridge Road, Fort Myers Beach	3.4 mgd	< 10 ppm H2S
LS 2291	11981 Kelly Cove Dr. Fort Myers Fl	0.125	< 10 ppm H2S
LS 4467	4481 Underwood Dr. Fort Myers Fl	0.235	< 100 ppm H2S
LS 2237	17061 John Morris Rd, Fort Myers Fl	0.8 mgd	< 100 ppm H2S
LS 2263	Near 719 San Carlos Dr, Fort Myers Beach	1.0 mgd	< 50 ppm H2S
LS 482	12901 Palm Beach Blvd., Fort Myers, Fl	0.4 mgd	< 100 ppm H2S
LS 481	199 Louise St, Fort Myers Fl	0.55 mgd	< 100 ppm H2S
LS 480	3841 Ballard Rd., Fort Myers, Fl	1.6 mgd	< 250 ppm H2S
Central WWTP FM tap	1501 Raleigh Street, Fort Myers Fl	1.6 mgd	< 1 mg/L DS
LS 7741	20041 South Tamiami Trail	0.45 mgd	< 100 ppm H2S
LS 7716	Three Oaks Blvd & Corkscrew Rd, Fort	0.5 mgd	< 100 ppm H2S
Three Oaks WWTP HW's	18521 Three Oaks Pkwy., Fort Myers, FL	2.9 mgd	< 50 ppm H2S

PREVENTATIVE MAINTENANCE

The Odor and Corrosion Control Program includes routine and emergency service. The Vendor’s service technician shall visit the site as needed (minimum of once per month) to perform routine

**EXHIBIT A
SPECIFICATIONS**

maintenance on equipment, optimize chemical dosing, conduct compliance sampling and provide a written report monthly. On-site routine maintenance service shall include the following:

1. Check the equipment for proper operation
2. Perform compliance sampling at the control points
3. Perform scheduled preventative maintenance on equipment.
4. Submit a written report outlining services and observations during the routine service visit.

MONITORING SERVICE

Each control point shall be monitored by the Vendor for compliance with the established odor control goal criteria a minimum of one time per month.

Analytical methods shall include the following:

Parameter	Procedure
Liquid Phase Monitoring	
Total Sulfide	Std. Methods 4500-S2- D. Methylene Blue
Dissolved Sulfide	Std. Methods 4500-S2- using pre-flocculation to remove insoluble sulfides
pH	Combination glass electrode
Temperature	NIST calibrated thermometer
Vapor Phase Monitoring	
H2S, ppm	App-Tek Vaporlink (monitor / datalogger) / App-Tek OdaLog

COLLECTION SYSTEM CHANGES

The County reserves the right to make changes in the collection system at injection and control locations to optimize collection system performance and/or cost efficiency. Any such changes to the collection system causing a noncompliant control condition will not be considered the fault of the vendor. In such a case, the vendor will evaluate changes to the collection system and recommend an alternate odor control goal or an adjustment to the fixed price to accommodate these changes as appropriate.

**EXHIBIT B
FEE SCHEDULE**

The County shall pay the Vendor for actual services rendered and products provided in accordance with the fee schedules below.

CHEMICAL/BIOLOGICAL PRODUCTS			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Unit Cost</i>
1	Bioxide	Gallon	\$2.40
2	Bioxide Plus 71	Gallon	\$3.55
3	Bioxide AE	Gallon	\$2.77
4	Odophos	Gallon	\$0.78
5	Odophos Plus	Gallon	\$1.43
6	Ferric Sulfate (9%)	Gallon	\$1.46
7	PRI-SC Odophos	Gallon	\$0.90
8	PRI-SC Odophos Plus	Gallon	\$1.71
9	PRI-SC Ferric Sulfate (9%)	Gallon	\$1.75
10	50% Hydrogen Peroxide	Pound	\$0.45
11	PRI-SC Peroxide	Pound	\$0.52
12	VX-456 (Bulk Tanker)	Pound	\$1.22
13	VX-456 (Tote)	Pound	\$1.55
14	Aktivox (Bulk Tanker)	Pound	\$0.92
15	Aktivox (Tote)	Pound	\$1.24
16	Textone L	Pound	\$0.86
17	AQuit	Pound	\$16.83
18	AlkAGEN AQ	Gallon	\$1.49
19	Sodium Hydroxide 25%	Gallon	\$2.40
20	Sodium Hydroxide 50%	Gallon	\$5.18
21	Sodium Hypochlorite	Gallon	\$2.30

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

EQUIPMENT

The following table represents monthly costs for new installations installed at County facilities.

The Vendor shall work with the County on identifying the most cost-effective solutions for odor and corrosion issues. The County shall be charged the following rates based on airflow and H2S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. This table represents primary vapor phase technology choices.

**EXHIBIT B
FEE SCHEDULE**

Primary Vapor-Phase Technologies Monthly Costs

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-
1	Natural Draft	\$125	\$726	N/A	N/A
2	0-140	\$959	\$1,432	\$1,695	\$2,448
3	0-280	\$1,098	\$1,568	\$2,448	\$3,925
4	0-600	\$1,635	\$2,218	\$3,726	\$4,460
5	0-850	\$2,376	\$3,161	\$4,070	\$4,871
6	0-1150	\$2,612	\$3,472	\$4,312	\$5,372
7	0-1500	\$2,988	\$3,925	\$4,871	\$5,950
8	0-2000	\$3,294	\$4,125	\$5,845	\$6,829
9	0-3000	\$3,920	\$4,675	\$6,829	\$8,175
10	0-4000	\$4,373	\$5,372	\$8,175	\$11,550
11	0-5000	\$4,829	\$5,505	\$8,950	\$14,249
12	0-8000	\$7,480	\$8,400	\$11,445	\$15,700
13	0-12000	\$10,835	\$11,550	\$14,249	\$19,675
14	0-15000	\$11,772	\$12,880	\$22,258	N/A
15	0-18000	\$14,538	\$15,216	\$23,663	N/A

Notes:

1. A mobilization fee of two (2) times the monthly rental fee shall apply for all units. A de-mobilization fee of two (2) times the monthly rental fee shall apply for all units removed prior to 36 months after installation.
2. If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

**EXHIBIT B
FEE SCHEDULE**

Fully Automated Odor Control Products

- 1. H2S Monitor \$ 360.00/mo.
- 2. Advanced Dosing Controller & Monitor \$ 450.00/mo.

Monthly fee includes Internet access to data. The County shall be responsible for any necessary site improvements, utilities, and security required for the application of the products and services listed herein.

Professional Services:

<u>Description</u>	<u>Fee</u>
1. Engineer or Chemist	\$ 200.00/hr.
2. Technician	\$ 150.00/hr.
3. Professional Engineer (P.E.)	\$ 250.00/hr.

**EXHIBIT C
INSURANCE REQUIREMENTS**

Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The County reserves the right to request additional documentation regarding insurance provided.*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, and contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL) or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

**The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies," in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

**EXHIBIT C
INSURANCE REQUIREMENTS**

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. **The certificate holder shall read as follows:**

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902
 - b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA		CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 1451 E. Nine Mile Road Hazel Park, MI 48030		INSURER(S) AFFORDING COVERAGE INSURER A: Great American E & S Insurance Company INSURER B: Travelers Property Casualty Company of Ame INSURER C: INSURER D: INSURER E: INSURER F:	NAIC# 37532 25674

COVERAGES CERTIFICATE NUMBER: W5489099 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PL 9953269-01	12/31/2017	12/31/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	TC2JCAP 8B350790-TIL-17	12/31/2017	12/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	TC2J UB 8B35073A-17	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 This Voids and Replaces Previously Issued Certificate Dated 12/27/2017 WITH ID: W4863305.
 RE: ODOR CONTROL. Solicitation #: RFP170384ANB.
 LEE COUNTY, A POLITICAL SUBDIVISION AND CHARTER COUNTY OF THE STATE OF FLORIDA, ITS AGENTS, EMPLOYEES, AND PUBLIC OFFICIALS ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS TO GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY

CERTIFICATE HOLDER LEE COUNTY BOARD OF COUNTY COMMISSIONERS P.O. BOX 398 FORT MYERS, FL 33902	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED EWT Holdings III Corp. Evoqua Water Technologies LLC 1451 E. Nine Mile Road Hazel Park, MI 48030	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

WRITTEN CONTRACT.



Rating Search: Search

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Great American E & S Insurance Company

A.M. Best #: 003837 NAIC #: 37532 FEIN #: 310954439

Mailing Address [View Additional Address Information](#)

301 E. Fourth Street
Cincinnati, OH 45202
[United States](#)

Web:
www.greatamericaninsurancegroup.com
Phone: 513-369-5000
Fax: 513-369-3600

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on A.M. Best's analysis, [058317 - American Financial Group, Inc](#) is the AMB Ultimate Parent and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

<div style="background-color: #ADD8E6; padding: 2px;">Financial Strength Rating View Definition</div> <p>Rating: A+ (Superior) Affiliation Code: r (Reinsured) Financial Size Category: XIV (\$1.5 Billion to \$2 Billion) Outlook: Stable Action: Affirmed Effective Date: August 11, 2017 Initial Rating Date: June 30, 1980</p>	<div style="background-color: #ADD8E6; padding: 2px;">Best's Credit Rating Analyst</div> <p>Rating Issued by: A.M. Best Rating Services, Inc. Senior Financial Analyst: Gregory Dickerson Director: Jennifer Marshall, CPCU, ARM</p>
<div style="background-color: #ADD8E6; padding: 2px;">Long-Term Issuer Credit Rating View Definition</div> <p>Long-Term: aa- Outlook: Stable Action: Affirmed Effective Date: August 11, 2017 Initial Rating Date: June 17, 2005</p>	<div style="background-color: #FFDAB9; padding: 2px;">Disclosure Information</div> <p>Disclosure Information Form View A.M. Best's Rating Disclosure Form</p> <p>Press Release A.M. Best Affirms Credit Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries August 11, 2017</p>

u Denotes [Under Review Best's Rating](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1980.

Financial Strength Rating

Effective Date	Rating
8/11/2017	A+
5/12/2016	A+
3/20/2015	A+
2/21/2014	A+
2/22/2013	A

Long-Term Issuer Credit Rating

Effective Date	Rating
8/11/2017	aa-
5/12/2016	aa-
3/20/2015	aa-
2/21/2014	aa-
2/22/2013	a+

Best's Credit Reports



[Best's Credit Report \(Download PDF\)](#) - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 11/8/2017 (represents the latest significant change).



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Press Releases

Date ▾	Title
Aug 11, 2017	A.M. Best Affirms Credit Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries
May 12, 2016	A.M. Best Affirms Ratings of American Financial Group, Inc. and Most of Its Insurance Subsidiaries
Mar 20, 2015	A.M. Best Affirms Ratings of American Financial Group, Inc. and Its Property/Casualty Subsidiaries
Feb 21, 2014	A.M. Best Upgrades Ratings of American Financial Group, Inc., Great American Insurance Company and Its Pooling Affiliates
Feb 22, 2013	A.M. Best Affirms Ratings of American Financial Group, Inc., Most of Its P/C Subsidiaries and Upgrades Ratings of Mid-Continent
Mar 29, 2012	A.M. Best Revises Outlook to Positive for American Financial Group, Inc. and Most of Its Property/Casualty Subsidiaries
Feb 14, 2011	A.M. Best Affirms Ratings of American Financial Group, Inc. and Its Property/Casualty Subsidiaries
May 10, 2010	A.M. Best Upgrades Issuer Credit Rating of American Financial Group, Inc. and Certain Subsidiaries
Mar 27, 2009	A.M. Best Affirms Ratings of American Financial Group, Inc. and Its Property/Casualty Subsidiaries
Nov 28, 2006	A.M. Best Affirms Ratings of American Financial Group, Inc.; Upgrades Ratings of Republic

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5/2/2018

Travelers Property Casualty Company of America - Company Profile - Best's Credit Rating Center

Travelers Property Casualty Company of America

A.M. Best #: 004461 NAIC #: 25674 FEIN #: 362719165

Domiciliary Address

One Tower Square
 Hartford, CT 06183
 United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 860-277-7002



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

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Based on A.M. Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A++ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: October 05, 2017
Initial Rating Date: June 30, 1972

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+
Outlook: Stable
Action: Affirmed
Effective Date: October 05, 2017
Initial Rating Date: April 18, 2005

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Travelers Property Casualty Company of America - Company Profile - Best's Credit Rating Center

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Gregory Dickerson

Director: Jennifer Marshall, CPCU, ARM

Disclosure Information

Disclosure Information Form

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Press Release

A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
October 05, 2017

Rating History

A.M. Best has provided ratings & analysis on this company since 1972.

Financial Strength Rating

Effective DateRating

10/5/2017	A++
7/22/2016	A++
5/28/2015	A++
5/23/2014	A++
5/30/2013	A+

Long-Term Issuer Credit Rating

Effective DateRating

10/5/2017	aa+
7/22/2016	aa+
5/28/2015	aa+
5/23/2014	aa+

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Travelers Property Casualty Company of America - Company Profile - Best's Credit Rating Center

5/30/2013 aa

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 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 10/24/2017 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

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Press Releases

<u>Date</u>	<u>Title</u>
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 23, 2014	A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries
May 30, 2013	A.M. Best Revises Outlook to Positive for The Travelers Companies, Inc. and Most of Its Subsidiaries
May 10, 2012	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 26, 2011	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jun 08, 2010	A.M. Best Upgrades Issuer Credit Ratings of Travelers Group
Jun 03, 2008	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries
Jun 18, 2007	A.M. Best Affirms Ratings of Travelers Insurance Companies and Several of Its Subsidiaries

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Detail by Entity Name

DIVISION OF CORPORATIONS



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Detail by Entity Name

Foreign Limited Liability Company
EVOQUA WATER TECHNOLOGIES LLC

Filing Information

Document Number	M13000002724
FEI/EIN Number	80-0909020
Date Filed	04/30/2013
State	DE
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	10/13/2017
Event Effective Date	NONE

Principal Address

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Changed: 10/27/2017

Mailing Address

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Changed: 10/27/2017

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed: 10/13/2017

Address Changed: 10/13/2017

Authorized Person(s) Detail

Name & Address

Title President, CEO, Manager

Keating, Ronald C

5/2/2018

Detail by Entity Name

210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title EVP, CFO, Treasurer, Manager

STAS, BEN
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Secretary

Grieco, Vincent
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Executive Vice President, Municipal Segment President

Kinnaird, Malcolm
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Assistant Secretary

Varner, Karissa
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Title Assistant Secretary

Beckett-McWalter, Jessica
210 Sixth Avenue
Suite 3300
Pittsburgh, PA 15222

Annual Reports

Report Year	Filed Date
2017	01/12/2017
2017	10/27/2017
2018	05/01/2018

Document Images

05/01/2018 -- ANNUAL REPORT	View image in PDF format
11/08/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
10/27/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
10/13/2017 -- CORLCRACHG	View image in PDF format
01/12/2017 -- ANNUAL REPORT	View image in PDF format

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Detail by Entity Name

02/19/2016 -- ANNUAL REPORT	View image in PDF format
04/24/2015 -- LC Amendment	View image in PDF format
03/16/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/04/2014 -- LC Amendment	View image in PDF format
01/29/2014 -- LC Name Change	View image in PDF format
04/30/2013 -- Foreign Limited	View image in PDF format

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