

**AMENDMENT NO. 1 TO AGREEMENT NO. 24-R084063BB  
FOR CORROSION & ODOR CONTROL SERVICES**

This Amendment No. 1 to Agreement No. 24-R084063BB (hereinafter referred to as “Amendment”) is made as of this 20<sup>th</sup> day of July, 2025 (hereinafter referred to as “Effective Date”) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, Florida 34205 (hereinafter referred to as “County”) and EWT Holdings III Corp. DBA Evoqua Water Technologies, LLC, a Delaware limited liability company, whose address is 2650 Tallevast Road, Sarasota, Florida 34243, (hereinafter referred to as “Contractor”); collectively referred to as the “Parties” and individually as “Party”.

**WHEREAS**, on July 20, 2024, the Parties hereto entered into Agreement No. 24-R084063BB for Corrosion & Odor Control Services (hereinafter referred to as “Agreement”); and

**WHEREAS**, the County has determined a need to extend the Agreement and incorporate Exhibit B.01, Fee Rate Schedule; and

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

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

**1. Recitals**

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

**2. Agreement Term**

This Amendment No. 1 hereby extends the Agreement beginning July 20, 2025 and ending July 19, 2026.

**3. Exhibit B, Fee Rate Schedule**

Exhibit B, Fee Rate Schedule is hereby replaced with Exhibit B.01, Fee Rate Schedule effective July 20, 2025.

**4. Agreement**

The Agreement and this Amendment No. 1 represent the entire understanding between the Parties.

**5. Terms and Conditions**

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

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

**EWT HOLDINGS III CORP. DBA EVOQUA WATER TECHNOLOGIES, LLC**

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

Printed Name: David L Morano

Title: Senior Manager Customer Service

Date: 07/17/2025

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

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

For: Jacob Erickson, MBA, CPPO, NIGP-CPP

Title: Purchasing Official

**EXHIBIT B.01 - FEE RATE SCHEDULE: CALCIUM NITRATE**

1. Contractor's fees must be all inclusive. No other fees will be allowed. Manatee County doses approximately 370,000 gallons of Calcium Nitrate annually.
2. Contractor's fees for the proposed chemicals as follows:

| DESCRIPTION               | UNIT OF MEASURE | UNIT COST |
|---------------------------|-----------------|-----------|
| Chemical, Calcium Nitrate | Gallon          | \$3.88    |

3. Based upon the lift station information provided in the RFP, including the Exhibits, and the Contractor's services, estimated monthly cost for each chemical:

\$125,570.00 per month

4. Contractor's fees for the services as follows: Vapor Phase Systems

| ITEM # | DESIGN AIR FLOW<br>(cfm) | AVERAGE DESIGN H2S CONCENTRATION<br>(ppmv) |           |            |            |
|--------|--------------------------|--------------------------------------------|-----------|------------|------------|
|        |                          | A. <15                                     | B. 15-150 | C. 150-300 | D. 300-500 |
| 1      | Natural Draft            | \$ 323                                     | \$910     | N/A        | N/A        |
| 2      | 0-75                     | \$759                                      | \$1,276   | \$2,650    | \$2,755    |
| 3      | 0-140                    | \$1,260                                    | \$1,830   | \$3,150    | \$3,525    |
| 4      | 0-280                    | \$1,816                                    | \$2,556   | \$3,725    | \$4,919    |
| 5      | 0-600                    | \$2,040                                    | \$2,725   | \$4,560    | \$5,573    |
| 6      | 0-850                    | \$3,112                                    | \$3,869   | \$5,019    | \$5,766    |
| 7      | 0-1150                   | \$3,516                                    | \$4,802   | \$5,961    | \$7,293    |
| 8      | 0-1500                   | \$3,749                                    | \$4,850   | \$6,075    | \$7,359    |
| 9      | 0-2000                   | \$4,031                                    | \$5,085   | \$7,286    | \$8,447    |
| 10     | 0-3000                   | \$4,924                                    | \$5,502   | \$8,725    | \$10,374   |
| 11     | 0-4000                   | \$5,364                                    | \$6,574   | \$10,081   | \$14,254   |
| 12     | 0-5000                   | \$5,710                                    | \$6,851   | \$10,958   | \$17,920   |
| 13     | 0-8000                   | \$9,164                                    | \$10,345  | \$16,195   | \$23,226   |
| 14     | 0-12000                  | \$13,326                                   | \$14,744  | \$19,398   | \$38,224   |
| 15     | 0-15000                  | \$14,406                                   | \$15,848  | \$27,238   | N/A        |
| 16     | 0-18000                  | \$17,847                                   | \$19,798  | \$36,559   | N/A        |
| 17     | 0-20000                  | \$21,855                                   | \$23,126  | N/A        | N/A        |

## 5. CHEMICAL / BIOLOGICAL PRODUCTS

| ITEM # | DESCRIPTION           | PRICE            |
|--------|-----------------------|------------------|
| 1      | Bioxide               | \$ 3.88 / gallon |
| 2      | Bioxide Plus 71       | \$ 4.64 / gallon |
| 3      | Bioxide AQ            | \$ 2.98 / gallon |
| 4      | Odophos               | \$ 1.78 / gallon |
| 5      | Odophos Plus          | \$ 2.40 / gallon |
| 6      | Ferric Sulfate (9%)   | \$ 2.44 / gallon |
| 7      | 50% Hydrogen Peroxide | \$ 0.56 / lb     |
| 8      | VX 456 (Bulk Tanker)  | \$ 1.64 / lb     |
| 9      | VX 456 (Tote)         | \$ 2.12 / lb     |
| 10     | Aktivox (Bulk Tanker) | \$ 1.25 / lb     |
| 11     | Aktivox (Tote)        | \$ 2.24 / lb     |
| 12     | Textone L             | \$ 1.19 / lb     |
| 14     | AQuit                 | \$ 21.64 / lb    |
| 15     | Alkagen AQ            | \$ 2.10 / gallon |
| 16     | Alkagen X             | \$ 3.88 / gallon |
| 17     | Sodium Hydroxide 25%  | \$ 5.18 / gallon |
| 18     | Sodium Hydroxide 50%  | \$ 8.93 / gallon |
| 19     | Sodium Hypochlorite   | \$ 4.45 / gallon |
| 20     | Perox Plus            | \$ 4.26 / lb     |

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

## 6. VAPOR PHASE ODOR CONTROL – EXISTING EQUIPMENT

The following table represents monthly cost for existing installations installed in Manatee County prior to 2024.

| ITEM # | DESIGN AIR FLOW (cfm) | AVERAGE DESIGN H2S CONCENTRATION (ppmv) |           |            |            |
|--------|-----------------------|-----------------------------------------|-----------|------------|------------|
|        |                       | A. <15                                  | B. 15-150 | C. 150-300 | D. 300-500 |
| 1      | Natural Draft         | \$130                                   | \$313     | N/A        | N/A        |
| 2      | 0-75                  | \$527                                   | \$723     | N/A        | N/A        |
| 3      | 0-140                 | \$917                                   | \$1,345   | \$1,485    | \$2,064    |
| 4      | 0-280                 | \$1,021                                 | \$1,485   | \$2,064    | \$3,023    |
| 5      | 0-600                 | \$1,564                                 | \$2,064   | \$3,023    | \$3,415    |
| 6      | 0-850                 | \$2,293                                 | \$3,023   | \$3,232    | \$3,910    |
| 7      | 0-1150                | \$2,711                                 | \$3,232   | \$3,415    | \$4,431    |
| 8      | 1-1500                | \$2,972                                 | \$3,415   | \$3,910    | \$4,901    |
| 9      | 0-2000                | \$3,180                                 | \$3,910   | \$4,431    | \$5,265    |
| 10     | 0-3000                | \$3,649                                 | \$4,431   | \$4,901    | \$7,820    |
| 11     | 0-4000                | \$4,145                                 | \$4,901   | \$5,265    | \$10,948   |
| 12     | 0-5000                | \$4,536                                 | \$5,265   | \$7,820    | \$11,991   |
| 13     | 0-8000                | \$7,090                                 | \$7,820   | \$10,948   | \$14,557   |
| 14     | 0-12000               | \$10,271                                | \$10,948  | \$11,991   | \$21,898   |
| 15     | 0-15000               | \$11,261                                | \$11,991  | \$14,557   | N/A        |
| 16     | 0-18000               | \$13,535                                | \$14,557  | \$21,898   | N/A        |

Notes:

If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

## 7. SERVICE ON CUSTOMER-OWNED VAPOR PHASE EQUIPMENT

The following table represents monthly cost for routine services rendered for vapor phase odor control equipment owned by the county.

| ITEM# | DESIGN AIR FLOW (cfm) | AVERAGE DESIGN H2S CONCENTRATION (ppmv) |           |            |            |
|-------|-----------------------|-----------------------------------------|-----------|------------|------------|
|       |                       | A. <15                                  | B. 15-150 | C. 150-300 | D. 300-500 |
| 1     | Natural Draft         | \$332                                   | \$488     | N/A        | N/A        |
| 2     | 0-75                  | \$367                                   | \$599     | N/A        | N/A        |
| 3     | 0-140                 | \$367                                   | \$599     | \$621      | \$643      |
| 4     | 0-280                 | \$367                                   | \$621     | \$643      | \$709      |
| 5     | 0-600                 | \$367                                   | \$621     | \$753      | \$830      |
| 6     | 0-850                 | \$467                                   | \$643     | \$907      | \$973      |
| 7     | 0-1150                | \$467                                   | \$709     | \$907      | \$1017     |
| 8     | 1-1500                | \$467                                   | \$709     | \$973      | \$1017     |
| 9     | 0-2000                | \$467                                   | \$753     | \$1017     | \$1017     |
| 10    | 0-3000                | \$467                                   | \$973     | \$1017     | \$1,386    |
| 11    | 0-4000                | \$467                                   | \$1017    | \$1,386    | \$1,606    |
| 12    | 0-5000                | \$467                                   | \$1017    | \$1,386    | \$2,773    |
| 13    | 0-8000                | \$467                                   | \$1,386   | \$2,773    | \$3,212    |
| 14    | 0-12000               | \$467                                   | \$1,606   | \$3,212    | \$6,426    |
| 15    | 0-15000               | \$467                                   | \$2,773   | \$4,159    | N/A        |
| 16    | 0-18000               | \$467                                   | \$2,773   | \$6,426    | N/A        |
| 17    | 0-20000               | \$934                                   | N/A       | N/A        | N/A        |

### Notes:

1. Repairs will be quoted separately on an as-needed basis.
2. Monthly fees do not include change out of odor control media(s).
3. Monthly fees do not include routine service for Chemical Scrubbers.

## 8. PROFESSIONAL SERVICES & OTHER PRODUCTS

The following services are offered in conjunction with odor control projects that do not include provision of technologies or services from Evoqua, which are found elsewhere in this contract.

### Professional Services:

| <u>Service Description</u> | <u>Proposed</u>         |
|----------------------------|-------------------------|
| 1. Engineer or Chemist     | \$175.00 / hour         |
| 2. Technician              | \$159.00 / hour         |
| 3. VaporLink Monitoring    | \$275.00 monthly / site |

### Other Products:

| ITEM# | DESCRIPTION                                      | UNIT | UNIT PRICE |
|-------|--------------------------------------------------|------|------------|
| 1     | VoCarb <sup>®</sup> P60 Supersack                | Lbs  | \$3.34     |
| 2     | VoCarb <sup>®</sup> P60 Bag                      | Lbs  | \$3.80     |
| 3     | VoCarb <sup>®</sup> 36C Supersack                | Lbs  | \$2.31     |
| 4     | VoCarb <sup>®</sup> 36C Bag                      | Lbs  | \$2.77     |
| 5     | MIDAS <sup>®</sup> C20 (coconut based) Supersack | Lbs  | \$6.93     |
| 6     | MIDAS <sup>®</sup> C30 (coconut based) Supersack | Lbs  | \$7.96     |
| 7     | MIDAS <sup>®</sup> OCM (coal based) Supersack    | Lbs  | \$7.60     |
| 8     | MIDAS <sup>®</sup> OCM (coal based) Bag          | Lbs  | \$8.42     |
| 9     | Biofilter Nutrient 8-2-8 (5-Drum Quantity)       | Gal  | \$20.54    |
| 10    | Biofilter Nutrient 8-2-8 ( 5-Gallon Minimum)     | Gal  | \$30.81    |
| 11    | Bioglas <sup>®</sup> Media                       | Lbs  | \$9.76     |

**END OF EXHIBIT B.01**



**AGREEMENT No. 24-R084063BB**

**CORROSION & ODOR CONTROL SERVICES**

**between**

**MANATEE COUNTY  
(COUNTY)**

**and**

**EWT HOLDINGS III CORP. DBA EVOQUA  
WATER TECHNOLOGIES, LLC  
(CONTRACTOR)**

## **AGREEMENT FOR CORROSION & ODOR CONTROL SERVICES**

**THIS AGREEMENT** is made and entered into as of this 20<sup>th</sup> day of July, 2024 (“Effective Date”), by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **EWT HOLDINGS III CORP. DBA EVOQUA WATER TECHNOLOGIES, LLC**, a Delaware Limited Liability Company, (“**CONTRACTOR**”) with offices located at 2650 Tallevast Road, Sarasota, Florida 34243, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

**WHEREAS**, **CONTRACTOR** engages in the business of corrosion and odor control services; and

**WHEREAS**, **COUNTY** has determined that it is necessary, expedient and in the best interest of **COUNTY** to retain **CONTRACTOR** to render the non-professional services described in this Agreement; and

**WHEREAS**, this Agreement is a result of **CONTRACTOR'S** submission of a proposal in response to Request for Proposal No. 24-R084063BB and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

**NOW, THEREFORE**, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

**CONTRACTOR** shall provide non-professional services as described in **Exhibit A**, Scope of Services (“Services”). “Task” as used in this Agreement, refers to particular categories/groupings of Services specified in **Exhibit A**.

### **ARTICLE 2. EXHIBITS INCORPORATED**

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

**Exhibit A** Scope of Services

**Exhibit B** Fee Rate Schedule

**Exhibit C** Affidavit of No Conflict

**Exhibit D** Insurance Requirements

**Exhibit E** Lift Station Locations and Capacity

**Exhibit F** Service Area Schematics

These Exhibits are attached hereto and are incorporated into this Agreement. In the event of a conflict between the terms and conditions provided in the Articles of this Agreement and any Exhibit, the provisions contained within these Articles shall prevail unless the Exhibit specifically states that it shall prevail.

### **ARTICLE 3. AGREEMENT TERM**

- A. This Agreement shall commence on the Effective Date and remain in force for an initial term of one (1) year, unless terminated by COUNTY pursuant to Article 9.
- B. COUNTY reserves the right to extend the initial term of one (1) year for an additional four (4), one-year renewals.

### **ARTICLE 4. COMPENSATION**

- A. CONTRACTOR shall be compensated for the Services and all expenditures incurred in providing the Services.
- B. The fee rates specified in **Exhibit B** shall be the total compensation for the Services and shall contain all applicable costs, to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits and operating margin.

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

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONTRACTOR for the Services at a rate of compensation according to the deliverable payment schedule stated in **Exhibit B**.
- B. COUNTY shall approve of all invoices prior to payment.
- C. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONTRACTOR that the deliverable, or any part thereof, is unacceptable.
- D. COUNTY shall have the right to retain from any payment due CONTRACTOR under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to COUNTY by CONTRACTOR on any other Agreement between CONTRACTOR and COUNTY.
- E. All costs of providing the Services shall be the responsibility of CONTRACTOR.
- F. Any dispute between COUNTY and CONTRACTOR with regard to the Services or CONTRACTOR'S invoice shall be resolved pursuant to the dispute resolution procedures established by Manatee County Procurement Code and Article 12 of this Agreement.

### **ARTICLE 6. RESPONSIBILITIES OF CONTRACTOR**

- A. CONTRACTOR shall appoint an Agent with respect to the Services to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR'S Agent shall have the authority to make representations on behalf of CONTRACTOR, receive information, and interpret and define the needs of CONTRACTOR and make decisions pertinent to the Services. CONTRACTOR'S Agent shall have the right to designate other employees of CONTRACTOR to serve in his or her absence. CONTRACTOR reserves the right to designate

a different agent, provided that COUNTY is given advance written notice thereof.

- B. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement.
- C. CONTRACTOR shall ensure that all employees assigned to render the Services are duly qualified, registered, licensed or certified to provide the Services required.
- D. CONTRACTOR shall be responsible for collecting all existing data required for the successful completion of each Task.
- E. CONTRACTOR shall not engage in any obligations, undertakings, contracts or professional obligations that create a conflict of interest, or even an appearance of a conflict of interest, with respect to the Services. CONTRACTOR attests to this via an Affidavit of No Conflict, **Exhibit C**.
- F. CONTRACTOR shall be entitled to rely upon information provided from COUNTY. Information may include, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONTRACTOR'S work under this Agreement. CONTRACTOR shall be fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying any obvious deficiencies concerning the documents and information provided. CONTRACTOR shall notify COUNTY of any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. CONTRACTOR agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.
- G. CONTRACTOR shall be responsible for the professional quality and technical accuracy of the Services and any other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in the Services.
- H. CONTRACTOR shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required Services hereunder. CONTRACTOR shall not sublet, assign or transfer any Services without prior written consent of COUNTY.
- I. COUNTY may require in writing that CONTRACTOR remove from the Services any of CONTRACTOR'S personnel that COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in compensation or agreement term based on COUNTY'S use of this provision will be valid.
- J. CONTRACTOR understands and agrees that this is a firm fixed price contract and that there shall be no allowances or reimbursement for any cost whatsoever except as otherwise explicitly provided in this Agreement. CONTRACTOR agrees to fulfill its obligations under this Agreement, regardless of cost, for the sole and sufficient compensation

stated in Exhibit B with no expectation of additional compensation. COUNTY will not be obligated to pay CONTRACTOR any amount in excess of the firm fixed price specified in Exhibit B.

## **ARTICLE 7. RESPONSIBILITIES OF COUNTY**

- A. COUNTY shall, through its County Administrator, appoint an individual to serve as County Representative. The County Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to the Services. COUNTY reserves the right to designate a different County Representative, provided that CONTRACTOR is given advance written notice thereof.
- B. COUNTY shall make available, at no cost to CONTRACTOR, information relative to the project that is useful in the performance of the Services.
- C. COUNTY shall provide prompt notice to CONTRACTOR whenever COUNTY observes or otherwise becomes aware of any defect in the performance of the Services.
- D. COUNTY shall give careful and reasonable consideration to the findings and recommendations of CONTRACTOR and shall respond and issue notices to proceed in a timely manner.
- E. COUNTY personnel shall be available on a time-permitting basis, where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be at the discretion of COUNTY.
- F. COUNTY shall perform the responsibilities enumerated in this Article at no cost to CONTRACTOR.

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

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

## **ARTICLE 9. TERMINATION OF AGREEMENT**

### **A. TERMINATION FOR CAUSE:**

- 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include:

- a. Failure to provide Services that comply with the specifications herein or that fail to meet COUNTY'S performance standards;
  - b. Failure to perform the Services within the time specified in this Agreement; or
  - c. Work that is at a rate that disrupts the overall performance of this Agreement.
2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. After a receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
  - a. Stop the Services on the date and to the extent specified;
  - b. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
  - c. Transfer all work in process, completed work, and other materials related to the terminated Services as directed by COUNTY; and
  - d. Continue and complete all parts of the Services that have not been terminated.

#### **B. TERMINATION WITHOUT CAUSE:**

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall be entitled to payment for all Services performed to the satisfaction of the COUNTY and all expenses incurred under this Agreement prior to termination, less any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement. CONTRACTOR shall not be entitled to any other compensation, including anticipated profits on unperformed Services.

#### **ARTICLE 10. TRANSITION SERVICES UPON TERMINATION**

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with

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

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

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

- A. Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official.
- B. CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Procurement Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

#### **ARTICLE 12. COMPLIANCE WITH LAWS**

All Services rendered or performed by CONTRACTOR pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

#### **ARTICLE 13. NON-DISCRIMINATION**

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability or age, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

#### **ARTICLE 14. MAINTENANCE OF RECORDS; AUDITS; LICENSES**

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to assure proper accounting of funds and compliance with the provisions of this Agreement.

- B. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S performance. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONTRACTOR must obtain them from that third party, or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.
- C. CONTRACTOR shall obtain any licenses required to provide the Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

#### **ARTICLE 15. PUBLIC RECORDS**

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

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

custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

**Phone: 941.742.5845**

**Email: [lacy.pritchard@mymanatee.org](mailto:lacy.pritchard@mymanatee.org)**

**Mail or hand delivery:  
Attn: Records Manager  
1112 Manatee Avenue West  
Bradenton, FL 34205**

**ARTICLE 16. INDEMNIFICATION**

- A. Each Party shall defend, indemnify, save and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying Party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified Party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified Party in connection with the indemnifying Party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified Party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.
- B. CONTRACTOR will indemnify, defend, save and hold harmless the COUNTY, its officers, and employees all third-party claims, liabilities, loss, or cause of action that the Services constitutes an infringement of any third-party intellectual property right(s), unless such claim is based on COUNTY'S wrongful or illegitimate use of the Services. The foregoing states the entire liability of CONTRACTOR and the sole and exclusive remedy for COUNTY with respect to any third-party claim of infringement or misappropriation of intellectual property rights. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees.

**ARTICLE 17. NO WAIVER OF SOVEREIGN IMMUNITY**

Nothing herein shall be interpreted as a waiver by COUNTY of its rights, including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other applicable

statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

## **ARTICLE 18. INSURANCE**

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of the Services in the amounts and types of coverage as required by **Exhibit D**, including coverage for all Services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.

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

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

## **ARTICLE 20. ASSIGNMENT AND SUBCONTRACTING**

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other Party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third parties to perform any of the Services, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

#### **ARTICLE 21. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT**

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

#### **ARTICLE 22. KEY PERSONNEL**

The following key personnel shall be the COUNTY primary contacts assigned to this Agreement by CONTRACTOR:

Thomas R. Wilson, Vice President

CONTRACTOR shall notify the COUNTY in writing within ten (10) business days of any changes to the key personnel.

#### **ARTICLE 23. SUB-CONTRACTORS**

If it is determined by either party that a sub-contractor will be required in order to complete the services as described in **Exhibit A**, CONTRACTOR shall request the use of a sub-contractor in writing and receive prior written approval from COUNTY.

#### **ARTICLE 24. LIABILITY FOR NEGLIGENCE.**

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

#### **ARTICLE 25. NOTICES**

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

To COUNTY:                      Manatee County Government  
                                         Utilities Department  
                                         Attn: Lift Station Superintendent  
                                         4530 66<sup>th</sup> Street West  
                                         Bradenton, FL 34210

Phone: (941) 792-8811  
Email: erik.gibson@mymanatee.org

To CONTRACTOR: EWT Holdings III, Corp. DBA Evoqua Water Technologies, LLC  
Attn: Thomas R. Wilson  
2650 Tallevast Road  
Sarasota, FL 34243  
Phone: (941) 359-7930  
Email: municipalservices@xylem.com

#### **ARTICLE 26. RELATIONSHIP OF PARTIES**

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

#### **ARTICLE 27. NO CONFLICT**

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

#### **ARTICLE 28. ETHICAL CONSIDERATIONS**

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

#### **ARTICLE 29. PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 30. TAXES**

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

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

#### **ARTICLE 31. FORCE MAJEURE**

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

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

#### **ARTICLE 32. GOVERNING LAW, JURISDICTION AND VENUE**

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

#### **ARTICLE 33. ATTORNEY FEES**

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

#### **ARTICLE 34. PATENT AND COPYRIGHT RESPONSIBILITY**

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

#### **ARTICLE 35. AMENDMENTS**

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

#### **ARTICLE 36. SEVERABILITY**

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

and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

#### **ARTICLE 37. LEGAL REFERENCES**

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

#### **ARTICLE 38. HEADINGS, CONSTRUCTION**

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

#### **ARTICLE 39. TIME**

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

#### **ARTICLE 40. E-VERIFY**

The CONTRACTOR, and any subcontractor thereof, shall register with and use the E-Verify system to verify the work authorization status of all new employees of the CONTRACTOR or subcontractor. The CONTRACTOR hereby represents and warrants that it has, and shall remain throughout the duration of this Agreement, registered with, and uses and shall continue to use, the E-Verify system. The CONTRACTOR shall not enter into any contract with a subcontractor for services hereunder unless such subcontractor also has registered with and uses the E-Verify system. If the CONTRACTOR enters into a contract with a subcontractor, the subcontractor shall provide the CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement.

Pursuant to Section 488.095(5)(c)3, Florida Statutes, the COUNTY is authorized to terminate this Agreement if it has a good faith belief that the CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, regarding the employment of someone not authorized to work by the immigration laws of the United States, the U.S. Attorney General, or the Secretary of the Department of Homeland Security. Such termination action is not considered a breach of contract.

#### **ARTICLE 41. FUNDS FOR IDENTIFICATION DOCUMENTS**

No funds provided by the COUNTY pursuant to this Agreement shall be used for the purpose of issuing an identification card or document to an individual who does not provide proof of lawful presence in the United States.

#### **ARTICLE 42. AUTHORITY TO EXECUTE**

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

*[Remainder of page intentionally left blank]*

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

**EWT HOLDINGS III CORP. DBA EVOQUA WATER TECHNOLOGIES, LLC**

By: 

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

Title: V.P. & G.M.

Date: 5/15/24

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

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

Date: 6/11/24

## **EXHIBIT A, SCOPE OF SERVICES**

## **EXHIBIT A, SCOPE OF SERVICES**

### **1.01 SCOPE**

- A. Contractor shall furnish all personnel, materials, chemicals, services, permits, licenses, methodology, supplies, reports, and equipment necessary to provide the Services described in this Scope that will meet the requirements of the resulting agreement (hereinafter referred to as “Agreement”).
- B. Contractor shall provide the Services in accordance with Calcium Nitrate, as described in this Scope; and as applicable to Calcium Nitrate Chemicals, Contractor shall provide vapor phase treatment for nuisance odor issues.
- C. Contractor shall provide all Services in accordance with the requirements and specifications described in this Scope.
- D. Contractor shall provide the Services at the treatment locations along with the dosage amounts identified in Exhibit F, Service Area Schematics.
- E. At the County’s request, Contractor shall provide additional Services for alternative locations and service areas. Such requests made by the County would be the result of the County’s continued treatment strategy evaluation.
- F. The County reserves the right to request that the Contractor upgrade or increase the storage capacity or the type of control system at any site at any time during the term of the Agreement.

### **1.02 CALCIUM NITRATE – GENERAL REQUIREMENTS**

- A. Contractor shall provide a calcium nitrate-based treatment strategy for application at specific locations within the County’s wastewater system.
- B. Contractor shall provide all new storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement does not pertain to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.
- C. Contractor shall employ existing storage and dosing equipment at the beginning of the Agreement term and replace the equipment as applicable throughout the Agreement term. Note: This requirement only pertains to existing Contractors who are currently contracted with the County to provide corrosion and odor control services.
- D. Contractor shall provide and utilize storage and dosing equipment that is compatible with the material being stored and pumped. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall be compatible with the material being stored and pumped.

- E. Contractor shall provide and utilize storage and dosing equipment that meets all Manatee County, State of Florida, and Federal laws, rules, and regulations. All storage and dosing equipment provided and utilized by the Contractor to provide the Services under the Agreement shall meet all Manatee County, State of Florida, and Federal laws, rules, and regulations.
- F. Contractor shall provide double contained storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements. All storage tanks shall be equipped with product level sensors that can be remotely monitored on a daily basis by the Contractor to ensure proper dosage is occurring. Evidence of improper dosing shall either trigger a site visit within 24 hours to fix or adjust the dosing pump(s), or a remote adjustment within four hours to the dosing pump(s). All dose systems shall be capable of remote shut down and start up by the Contractor of the dosing activity. Any existing equipment shall be equipped with remote shutdown capability within six months of award of the Agreement.
- G. Upon request by the County, Contractor shall provide tertiary containment at certain locations. Note: The County reserves the right to request that the Contractor upgrade or increase the storage capacity or the type of control system at any site at any time during the term of the Agreement.
- H. Contractor shall be responsible for installation and maintenance of the storage and delivery systems and all associated piping and appurtenances during the term of the Agreement.
- I. Contractor shall be responsible for obtaining all County required construction permits, drawings, and schematics necessary for the installation of the storage and delivery system. All plans and schematics provided by the Contractor shall be stamped by a licensed engineer registered in the State of Florida.
- J. Contractor shall provide continuous gas phase hydrogen sulfide monitoring for key corrosion and odor control points as shown in Exhibit F and modified throughout the Agreement term. Contractor shall provide a minimum of one week of gas phase hydrogen sulfide monitoring each month for key corrosion and odor control points as shown in Exhibit F and modified throughout the Agreement term. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H<sub>2</sub>S baseline levels are no longer available.
- K. Contractor shall provide routine scheduled service at intervals not exceeding 15 calendar days for any site and scheduled service visits shall include, at a minimum, the following:
  - 1. Control point gas phase hydrogen sulfide (H<sub>2</sub>S) emissions.
  - 2. Control point wastewater dissolved sulfide, temperature, nitrate and pH measurement.
  - 3. Control point temperature measurement.
  - 4. Scheduled preventative maintenance on storage tanks and dosing system as per

manufacturer's recommendations.

5. Chemical feed rate measurement and adjustment (if necessary).
- L. Contractor shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Manatee County Utilities Department. The County shall have final approval of ongoing corrosion/odor control planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.
- M. Contractor shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within 30 days of award of the Agreement.
- N. Contractor shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least 30 days prior to each workshop as agreed to by the County.
- O. Contractor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by Federal or State Governments.
- P. Contractor shall be fully responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the Contractor to protect the workers, public, and County staff from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- Q. Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.
- R. Contractor shall inform the County of its planned work schedule to include delivery of chemical products and shall afford the County reasonable opportunity to observe and inspect the Contractor's work in progress.
- S. Contractor shall provide monthly reports to include complete system overview with total chemical usage, routine performance data collected and equipment repairs/maintenance performed for that month.
- T. Upon request by the County, Contractor shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements to include, but not be limited to, protocols, training, system repairs, adjustments, targeted goals, and program oversight. Includes participation in meetings deemed necessary by the County to address corrosion/odor control

program needs.

- U. Contractor shall be available to provide the Services 24 hours per day, seven (7) days per week and shall maintain adequate service technicians, chemicals, equipment, and supplies to be on site to respond to odor problems, equipment problems, and emergency situations as follows: same-day onsite response to standard requests and four-hour onsite response to emergency requests.

### **1.03 CALCIUM NITRATE – TECHNICAL REQUIREMENTS**

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

**END OF EXHIBIT A**

## **EXHIBIT B, FEE RATE SCHEDULE**

### **1. FEES**

Fees for the goods and services detailed in this Agreement shall be as indicated in this **Exhibit B**.

### **2. ESCALATION/DE-ESCALATION**

Contractor's fees for corrosion and odor control services shall remain firm for a minimum of one (1) year after execution of the Agreement. Any escalation or de-escalation in pricing thereafter will be based on the U.S. Bureau of Labor Statistic Employment Cost Index (ECI) and/or the Producer Price Index (PPI) change in most recent 12-month period. No more than one (1) price increase is allowed in a 12-month period.

[Remainder of page intentionally left blank]

**EXHIBIT B - FEE RATE SCHEDULE: CALCIUM NITRATE**

1. Contractor's fees must be all inclusive. No other fees will be allowed. Manatee County doses approximately 370,000 gallons of Calcium Nitrate annually.
2. Contractor's fees for the proposed chemicals as follows:

| DESCRIPTION               | UNIT OF MEASURE | UNIT COST |
|---------------------------|-----------------|-----------|
| Chemical, Calcium Nitrate | Gallon          | \$3.78    |

3. Based upon the lift station information provided in the RFP, including the Exhibits, and the Contractor's services, estimated monthly cost for each chemical:

\$122,269.00 per month

4. Contractor's fees for the services as follows: Vapor Phase Systems

| ITEM # | DESIGN AIR FLOW<br>(cfm) | AVERAGE DESIGN H2S CONCENTRATION<br>(ppmv) |           |            |            |
|--------|--------------------------|--------------------------------------------|-----------|------------|------------|
|        |                          | A. <15                                     | B. 15-150 | C. 150-300 | D. 300-500 |
| 1      | Natural Draft            | \$ 323                                     | \$910     | N/A        | N/A        |
| 2      | 0-75                     | \$759                                      | \$1,276   | \$2,650    | \$2,755    |
| 3      | 0-140                    | \$1,260                                    | \$1,830   | \$3,150    | \$3,525    |
| 4      | 0-280                    | \$1,816                                    | \$2,556   | \$3,725    | \$4,919    |
| 5      | 0-600                    | \$2,040                                    | \$2,725   | \$4,560    | \$5,573    |
| 6      | 0-850                    | \$3,112                                    | \$3,869   | \$5,019    | \$5,766    |
| 7      | 0-1150                   | \$3,516                                    | \$4,802   | \$5,961    | \$7,293    |
| 8      | 0-1500                   | \$3,749                                    | \$4,850   | \$6,075    | \$7,359    |
| 9      | 0-2000                   | \$4,031                                    | \$5,085   | \$7,286    | \$8,447    |
| 10     | 0-3000                   | \$4,924                                    | \$5,502   | \$8,725    | \$10,374   |
| 11     | 0-4000                   | \$5,364                                    | \$6,574   | \$10,081   | \$14,254   |
| 12     | 0-5000                   | \$5,710                                    | \$6,851   | \$10,958   | \$17,920   |
| 13     | 0-8000                   | \$9,164                                    | \$10,345  | \$16,195   | \$23,226   |
| 14     | 0-12000                  | \$13,326                                   | \$14,744  | \$19,398   | \$38,224   |
| 15     | 0-15000                  | \$14,406                                   | \$15,848  | \$27,238   | N/A        |
| 16     | 0-18000                  | \$17,847                                   | \$19,798  | \$36,559   | N/A        |
| 17     | 0-20000                  | \$21,855                                   | \$23,126  | N/A        | N/A        |

## 5. CHEMICAL / BIOLOGICAL PRODUCTS

| ITEM # | DESCRIPTION           | PRICE            |
|--------|-----------------------|------------------|
| 1      | Bioxide               | \$ 3.78 / gallon |
| 2      | Bioxide Plus 71       | \$ 4.52 / gallon |
| 3      | Bioxide AQ            | \$ 2.90 / gallon |
| 4      | Odophos               | \$ 1.73 / gallon |
| 5      | Odophos Plus          | \$ 2.34 / gallon |
| 6      | Ferric Sulfate (9%)   | \$ 2.38 / gallon |
| 7      | 50% Hydrogen Peroxide | \$ 0.55 / lb     |
| 8      | VX 456 (Bulk Tanker)  | \$ 1.60 / lb     |
| 9      | VX 456 (Tote)         | \$ 2.06 / lb     |
| 10     | Aktivox (Bulk Tanker) | \$ 1.22 / lb     |
| 11     | Aktivox (Tote)        | \$ 2.18 / lb     |
| 12     | Textone L             | \$ 1.16 / lb     |
| 14     | AQuit                 | \$ 21.07 / lb    |
| 15     | Alkagen AQ            | \$ 2.04 / gallon |
| 16     | Alkagen X             | \$ 3.78 / gallon |
| 17     | Sodium Hydroxide 25%  | \$ 5.04 / gallon |
| 18     | Sodium Hydroxide 50%  | \$ 8.70 / gallon |
| 19     | Sodium Hypochlorite   | \$ 4.33 / gallon |
| 20     | Perox Plus            | \$ 4.15 / lb     |

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

## 6. VAPOR PHASE ODOR CONTROL – EXISTING EQUIPMENT

The following table represents monthly cost for existing installations installed in Manatee County prior to 2024.

| ITEM # | DESIGN AIR FLOW (cfm) | AVERAGE DESIGN H2S CONCENTRATION (ppmv) |           |            |            |
|--------|-----------------------|-----------------------------------------|-----------|------------|------------|
|        |                       | A. <15                                  | B. 15-150 | C. 150-300 | D. 300-500 |
| 1      | Natural Draft         | \$130                                   | \$313     | N/A        | N/A        |
| 2      | 0-75                  | \$527                                   | \$723     | N/A        | N/A        |
| 3      | 0-140                 | \$917                                   | \$1,345   | \$1,485    | \$2,064    |
| 4      | 0-280                 | \$1,021                                 | \$1,485   | \$2,064    | \$3,023    |
| 5      | 0-600                 | \$1,564                                 | \$2,064   | \$3,023    | \$3,415    |
| 6      | 0-850                 | \$2,293                                 | \$3,023   | \$3,232    | \$3,910    |
| 7      | 0-1150                | \$2,711                                 | \$3,232   | \$3,415    | \$4,431    |
| 8      | 1-1500                | \$2,972                                 | \$3,415   | \$3,910    | \$4,901    |
| 9      | 0-2000                | \$3,180                                 | \$3,910   | \$4,431    | \$5,265    |
| 10     | 0-3000                | \$3,649                                 | \$4,431   | \$4,901    | \$7,820    |
| 11     | 0-4000                | \$4,145                                 | \$4,901   | \$5,265    | \$10,948   |
| 12     | 0-5000                | \$4,536                                 | \$5,265   | \$7,820    | \$11,991   |
| 13     | 0-8000                | \$7,090                                 | \$7,820   | \$10,948   | \$14,557   |
| 14     | 0-12000               | \$10,271                                | \$10,948  | \$11,991   | \$21,898   |
| 15     | 0-15000               | \$11,261                                | \$11,991  | \$14,557   | N/A        |
| 16     | 0-18000               | \$13,535                                | \$14,557  | \$21,898   | N/A        |

### Notes:

If a chemical scrubber is required, all applicable sodium hydroxide and bleach shall be charged in addition to the above.

## 7. SERVICE ON CUSTOMER-OWNED VAPOR PHASE EQUIPMENT

The following table represents monthly cost for routine services rendered for vapor phase odor control equipment owned by the county.

| ITEM# | DESIGN AIR FLOW (cfm) | AVERAGE DESIGN H2S CONCENTRATION (ppmv) |           |            |            |
|-------|-----------------------|-----------------------------------------|-----------|------------|------------|
|       |                       | A. <15                                  | B. 15-150 | C. 150-300 | D. 300-500 |
| 1     | Natural Draft         | \$323                                   | \$475     | N/A        | N/A        |
| 2     | 0-75                  | \$357                                   | \$583     | N/A        | N/A        |
| 3     | 0-140                 | \$357                                   | \$583     | \$605      | \$626      |
| 4     | 0-280                 | \$357                                   | \$605     | \$626      | \$690      |
| 5     | 0-600                 | \$357                                   | \$605     | \$733      | \$808      |
| 6     | 0-850                 | \$455                                   | \$626     | \$883      | \$947      |
| 7     | 0-1150                | \$455                                   | \$690     | \$883      | \$990      |
| 8     | 1-1500                | \$455                                   | \$690     | \$947      | \$990      |
| 9     | 0-2000                | \$455                                   | \$733     | \$990      | \$990      |
| 10    | 0-3000                | \$455                                   | \$947     | \$990      | \$1,350    |
| 11    | 0-4000                | \$455                                   | \$990     | \$1,350    | \$1,564    |
| 12    | 0-5000                | \$455                                   | \$990     | \$1,350    | \$2,700    |
| 13    | 0-8000                | \$455                                   | \$1,350   | \$2,700    | \$3,128    |
| 14    | 0-12000               | \$455                                   | \$1,564   | \$3,128    | \$6,257    |
| 15    | 0-15000               | \$455                                   | \$2,700   | \$4,050    | N/A        |
| 16    | 0-18000               | \$455                                   | \$2,700   | \$6,257    | N/A        |
| 17    | 0-20000               | \$909                                   | N/A       | N/A        | N/A        |

### Notes:

1. Repairs will be quoted separately on an as-needed basis.
2. Monthly fees do not include change out of odor control media(s).
3. Monthly fees do not include routine service for Chemical Scrubbers.

## 8. PROFESSIONAL SERVICES & OTHER PRODUCTS

The following services are offered in conjunction with odor control projects that do not include provision of technologies or services from Evoqua, which are found elsewhere in this contract.

### Professional Services:

| <u>Service Description</u> | <u>Proposed</u>         |
|----------------------------|-------------------------|
| 1. Engineer or Chemist     | \$175.00 / hour         |
| 2. Technician              | \$155.00 / hour         |
| 3. VaporLink Monitoring    | \$275.00 monthly / site |

### Other Products:

| ITEM# | DESCRIPTION                                      | UNIT | UNIT PRICE |
|-------|--------------------------------------------------|------|------------|
| 1     | VoCarb <sup>®</sup> P60 Supersack                | Lbs  | \$3.25     |
| 2     | VoCarb <sup>®</sup> P60 Bag                      | Lbs  | \$3.70     |
| 3     | VoCarb <sup>®</sup> 36C Supersack                | Lbs  | \$2.25     |
| 4     | VoCarb <sup>®</sup> 36C Bag                      | Lbs  | \$2.70     |
| 5     | MIDAS <sup>®</sup> C20 (coconut based) Supersack | Lbs  | \$6.75     |
| 6     | MIDAS <sup>®</sup> C30 (coconut based) Supersack | Lbs  | \$7.75     |
| 7     | MIDAS <sup>®</sup> OCM (coal based) Supersack    | Lbs  | \$7.40     |
| 8     | MIDAS <sup>®</sup> OCM (coal based) Bag          | Lbs  | \$8.20     |
| 9     | Biofilter Nutrient 8-2-8 (5-Drum Quantity)       | Gal  | \$20.00    |
| 10    | Biofilter Nutrient 8-2-8 ( 5-Gallon Minimum)     | Gal  | \$30.00    |
| 11    | Bioglas <sup>®</sup> Media                       | Lbs  | \$9.50     |

**END OF EXHIBIT B**

**EXHIBIT C, AFFIDAVIT OF NO CONFLICT**

STATE OF Florida  
COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] \_\_\_\_\_  
Thomas R. Wilson, P.E., as [INSERT TITLE] V.P. & G.M. of  
[INSERT CONTRACTOR NAME] Evoqua Water Technologies LLC, (hereinafter  
"CONTRACTOR") with full authority to bind CONTRACTOR, who being first duly sworn,  
deposes and says that CONTRACTOR:

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

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

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

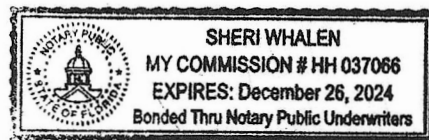
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 24-R084063BB for \_\_\_\_\_  
CORROSION & ODOR CONTROL SERVICES

DATED this 20 day of June, 20 24.

  
\_\_\_\_\_  
CONTRACTOR Signature

The foregoing instrument was sworn to and acknowledged before me this 15 day of \_\_\_\_\_  
May, 20 24, by [NAME] Thomas R. Wilson, P.E., as [TITLE] \_\_\_\_\_  
V.P. & G.M. of [CONTRACTOR] Evoqua Water Technologies LLC. He / She is  
personally known to me or has produced personally knowb  
[TYPE OF IDENTIFICATION] as identification.

  
\_\_\_\_\_  
Notary Signature  
Commission No. \_\_\_\_\_



**Return this fully completed form with your agreement.**

## **EXHIBIT D, INSURANCE REQUIREMENTS**

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated by an "X" herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

### ☒ ***Automobile Liability Insurance Required Limits***

Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:

- \$1,000,000 Combined Single Limit; OR
- \$ 500,000 Bodily Injury and \$500,000 Property Damage
- \$10,000 Personal Injury Protection (No Fault)
- \$500,000 Hired, Non-Owned Liability
- \$10,000 Medical Payments

*This policy shall contain severability of interests' provisions.*

### ☒ ***Commercial General Liability Insurance Required Limits (per Occurrence form only; claims-made form is not acceptable)***

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$1,000,000 Single Limit Per Occurrence
- \$2,000,000 Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal and Advertising Injury Liability
- \$50,000 Fire Damage Liability
- \$10,000 Medical Expense, and
- \$1,000,000, Third Party Property Damage
- \$        Project Specific Aggregate (Required on projects valued at over \$10,000,000)

*This policy shall contain severability of interests' provisions.*

### ☒ ***Employer's Liability Insurance***

Coverage limits of not less than:

- \$100,000 Each Accident
- \$100,000 Disease Each Employee
- \$500,000 Disease Policy Limit

☒ ***Worker's Compensation Insurance***

☐ **US Longshoremen & Harbor Workers Act**

☐ **Jones Act Coverage**

Coverage limits of not less than:

- Statutory workers' compensation coverage shall apply for all employees in compliance with the laws and statutes of the State of Florida and the federal government.
- If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.

Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements. NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.

☐ **Aircraft Liability Insurance Required Limits**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit.
- \$ General Aggregate.

☐ **Un-Manned Aircraft Liability Insurance (Drone)**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage.
- \$ General Aggregate

☐ **Installation Floater Insurance**

When the contract or agreement **does not** include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- 100% of the completed value of such addition(s), building(s), or structure(s)

☒ **Professional Liability and/or Errors and Omissions (E&O) Liability Insurances**

Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- \$ 1,000,000 Bodily Injury and Property Damage Each Occurrence
- \$ 2,000,000 General Aggregate

☐ **Builder's Risk Insurance**

When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed
- The policy shall not carry a self-insured retention/deductible greater than \$10,000

Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.

☐ **Cyber Liability Insurance**

Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:

- \$ Security Breach Liability
- \$ Security Breach Expense Each Occurrence
- \$ Security Breach Expense Aggregate
- \$ Replacement or Restoration of Electronic Data
- \$ Extortion Threats
- \$ Business Income and Extra Expense
- \$ Public Relations Expense

NOTE: Policy must not carry a self-insured retention/deductible greater than \$25,000.

☐ **Hazardous Materials Insurance (As Noted Below)**

Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name 'Manatee County, a political subdivision of the State of Florida' as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract.

Limits must not be less than:

☒ **Pollution Liability**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Asbestos Liability (If handling within scope of Contract)**

Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.

☐ **Disposal**

When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate.
- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.

☐ **Hazardous Waste Transportation Insurance**

CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.

All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:

- Amount equal to the value of the contract, subject to a \$1,000,000 minimum, per accident.

☐ **Liquor Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:

- \$1,000,000 Each Occurrence and Aggregate

☐ **Garage Keeper's Liability Insurance**

Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name

“Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the lot or garage.

☐ **Bailee’s Customer Liability Insurance**

Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization’s premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR’S care, custody and control.

☐ **Hull and Watercraft Liability Insurance**

Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name “Manatee County, a political subdivision of the State of Florida” as an Additional Insured, and include limits not less than:

- \$ Each Occurrence
- \$ General Aggregate
- \$ Fire Damage Liability
- \$10,000 Medical Expense, and
- \$ Third Party Property Damage
- \$ Project Specific Aggregate (Required on projects valued at over \$10,000,000)

☐ **Other [Specify]**

***REQUIRED BONDS***

☐ **Bid Bond**

A Bid Bond in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number. In lieu of the bond, the bidder may file an alternative form of security in the amount of \$\_\_\_\_\_ or \_\_\_\_\_% of the total offer. in the form of a money order, a certified check, a cashier’s check, or an irrevocable letter of credit issued to Manatee County. NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.

☐ **Payment and Performance Bond**

A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award. NOTE: A construction project over \$200,000 requires a Payment and

Performance Bond.

## ***I. INSURANCE REQUIREMENTS***

**THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

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

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

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

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

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

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

## ***II. General Insurance Provisions Applicable To All Policies:***

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract

number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.

- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project’s solicitation number and title shall be listed on each certificate.
- d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
- e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
- f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
- h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.

- i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- j. CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- k. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- l. No award shall be made until the Procurement Division has received the Certificate of Insurance in accordance with this section.

### ***III. BONDING REQUIREMENTS***

**Bid Bond/Certified Check.** By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, **to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award.** The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

**Payment and Performance Bonds.** Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes,

and must not contain notice, demand or other terms and conditions, including **informal** pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as “A-” or better by Best’s Key Guide, latest edition. **The** attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to “Manatee County, a political subdivision of the State of Florida”, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

## CONTRACTOR'S INSURANCE STATEMENT

**THE UNDERSIGNED** has read and understands the aforementioned insurance requirements of this Agreement and shall provide the insurance required by this section within ten (10) days from the date of notice of intent to award.

Date: 5/15/24

Contractor's Name: Evoqua Water Technologies LLC

Authorized Signature: \_\_\_\_\_



Printed Name/Title: Thomas R. Wilson, P.E., V.P. & G.M.

Insurance Agency: Marsh USA LLC

Agent Name: Ammiel Rollins

Agent Phone: 512-378-4157

**Return this completed and signed statement with your agreement.**

## EXHIBIT E, LIFT STATION LOCATIONS AND CAPACITY

| LIFT STATION NAME   | RTU | ADDRESS                   | CITY       | PUMP<br>CAPACITY<br>GPM<br>(gallons per<br>minute) |
|---------------------|-----|---------------------------|------------|----------------------------------------------------|
| Parrish Master      | 999 | 12110 Erie Road           | Parrish    | 4200                                               |
| N7A                 | 554 | 2889 16th Ave E           | Palmetto   | 315                                                |
| West Memphis        | 557 | 2279 2nd Ave W            | Palmetto   | 100                                                |
| Memphis Road        | 534 | 1721 17th Street E        | Palmetto   | 775                                                |
| Plantation Bay      | 514 | 625 25th Drive E          | Ellenton   | 735                                                |
| Tidevue 4 Master    | 533 | 1355 41st Ave E           | Ellenton   | 1629                                               |
| Oak Creek           | 568 | 5910 37th Street E        | Ellenton   | 170                                                |
| Colony Cove 6       | 522 | 162 Colony Drive N        | Ellenton   | 1100                                               |
| Colony Cove 8       | 524 | 7100 Lakeshore Dr         | Ellenton   | 250                                                |
| Twin Rivers 1       | 595 | 3825 Twin Rivers Trail    | Parrish    | 675                                                |
| Chelsea Oaks        | 598 | 12495 30th Street E       | Parrish    | 315                                                |
| River Woods         | 569 | 3202 Riverwoods Drive     | Parrish    | 264                                                |
| River Wilderness 4  | 532 | 11721 Old Tampa Rd        | Parrish    | 500                                                |
| River Plantation    | 806 | 12600 22nd Ct E           | Parrish    | 235                                                |
| Oakleaf Hammock 2   | 841 | 4922 72 Terrace           | Ellenton   | 236                                                |
| Thousand Oaks       | 516 | 8001 55th Street E        | Palmetto   | 373                                                |
| N5A                 | 537 | 619 45th Ave E            | Ellenton   | 124                                                |
| N6B                 | 553 | 755 33rd Street W         | Palmetto   | 430                                                |
| N2B                 | 548 | 326 47th Street W         | Palmetto   | 1000                                               |
| N5B                 | 552 | 8818 Bayshore Road        | Palmetto   | 600                                                |
| NSK2                | 562 | 410 Terra Ceia Road       | Terra Ceia | 210                                                |
| N4B                 | 550 | 1211 72nd Street E        | Palmetto   | 1080                                               |
| N1C                 | 546 | 3800 Erie Road            | Parrish    | 1460                                               |
| N1H                 | 513 | 11220 US41 North          | Palmetto   | 500                                                |
| N1B Master          | 549 | 2888 69th Ct E            | Palmetto   | 1400                                               |
| Manatee County Jail | 565 | 14470 Harlee Road         | Palmetto   | 200                                                |
| Waterford           | 593 | 5203 Lakehurst Ct         | Palmetto   | 113                                                |
| Parc Imperial       | 577 | 6150 Bobby Jones Road     | Palmetto   | 150                                                |
| Artisan Lakes MLS   | 838 | 9760 Gillet Road          | Palmetto   | 2042                                               |
| Rye Road Master     | 892 | 156 Rye Road              | Bradenton  | 695                                                |
| Pope Road Master    | 683 | 12405 44th Ave E          | Bradenton  | 5500                                               |
| Southeast Master    | 677 | 14700 The Masters Ave     | Bradenton  | 1300                                               |
| Lakewood Repump     | 603 | 8155 Lakewood Ranch Blvd. | Bradenton  | 1224                                               |

|                            |     |                             |           |      |
|----------------------------|-----|-----------------------------|-----------|------|
| Lakewood Ranch Town Cntr 4 | 604 | 7540 Town Center Parkway    | Bradenton | 381  |
| Bridgewater                | 623 | 13408 Bridgeport Crossing   | Bradenton | 225  |
| Arnold Palmer Green 2      | 626 | 7533 Arnold Palmer Green    | Bradenton | 390  |
| University Common          | 639 | 3880 84th Ave Cir E         | Bradenton | 220  |
| Legacy 10                  | 660 | 7955 Legacy Blvd            | Bradenton | 974  |
| Legacy 13                  | 662 | 8425 Legacy Blvd            | Bradenton | 418  |
| Greenbrook 2               | 620 | 13324 Adventure Place       | Bradenton | 300  |
| Lakewood Ranch Riverwalk   | 602 | 7035 Honeysuckle Trail      | Bradenton | 1427 |
| Lakewood Ranch Master      | 362 | 11600 Clubhouse Drive       | Bradenton | 1520 |
| River Club 5               | 364 | 7515 River Club Blvd        | Bradenton | 160  |
| Linger Lodge               | 325 | 7030 85th Sreet CT E        | Bradenton | 250  |
| Braden Woods               | 326 | 6712 99th Street E          | Bradenton | 750  |
| University Park            | 483 | 6926 Langley Place          | Bradenton | 500  |
| Country Oaks               | 462 | 8202 Cypress Lake Drive     | Sarasota  | 309  |
| 41A                        | 454 | 5195 Whitfield Ave          | Bradenton | 2000 |
| Tara 4                     | 351 | 6311 Stone River Road       | Bradenton | 90   |
| Tara 5                     | 354 | 6514 Turner Gap Road        | Bradenton | 125  |
| Tara 6                     | 613 | 7406 Tara Preserve Lane     | Bradenton | 400  |
| Tara 20 Master             | 323 | 7211 Stone River Road       | Bradenton | 2000 |
| Mill Creek 4               | 374 | 811 137th Street NE         | Bradenton | 467  |
| Mill Creek 2               | 358 | 13407 2nd Ave NE            | Bradenton | 95   |
| Greyhawk Landings 1        | 618 | 1004 Brambling Ct           | Bradenton | 249  |
| Greyhawk Landings 3        | 637 | 12407 Daisy Place           | Bradenton | 343  |
| Missionary Village         | 329 | 1201 117th Street E         | Bradenton | 930  |
| Waterlefe 1                | 394 | 10335 Wwaterlefe Ave        | Bradenton | 498  |
| Upper Manatee River Road   | 330 | 1010 Upper Man. River Rd    | Bradenton | 920  |
| Gates Creek                | 335 | 11312 3RD ACE. E.           | Bradenton | 400  |
| Heritage Harbor 8          | 674 | 8804 River Preserve Drive   | Bradenton | 242  |
| Heritage Harbor 9          | 667 | 320 River Enclave Ct        | Bradenton | 418  |
| Heritage Harbor 6          | 647 | 9047 Stone Harbor Loop      | Bradenton | 124  |
| Heritage Harbor 12         | 609 | 6830 Grand Estuary Trail    | Bradenton | 215  |
| Heritage Harbor Master     | 640 | 7299 Montauk Point Crossing | Bradenton | 1654 |
| Kay Road                   | 328 | 900 Kary Road               | Bradenton | 200  |
| Riverdale 1                | 332 | 412 43rd Street Blvd E      | Bradenton | 466  |
| Rye Wilderness 1           | 634 | 3441 Brookridge Lane        | Parrish   | 200  |
| Manatee Palms 1            | 313 | 115 Kay Road                | Bradenton | 700  |
| Palm Aire 3                | 443 | 7583 Whitfield Ave          | Bradenton | 1000 |
| Peridia 1                  | 476 | 5050 Peridia Blvd E         | Bradenton | 700  |
| Sonoma                     | 678 | 5329 Napa Drive             | Bradenton | 138  |
| Country Meadows            | 657 | 318 Country Meadows Way     | Bradenton | 294  |

|                          |     |                            |                 |      |
|--------------------------|-----|----------------------------|-----------------|------|
| 38A                      | 427 | 5519 24th Street E         | Bradenton       | 340  |
| Henson Industrial Park   | 430 | 2821 62nd Ave E            | Bradenton       | 140  |
| 40A                      | 429 | 3550 63rd Ave E            | Bradenton       | 750  |
| 301 Park of Commerce     | 311 | 2315 58th Ave E            | Bradenton       | 105  |
| Sabal Cove               | 470 | 5340 33rd Street E         | Bradenton       | 935  |
| Sabal Harbor 1           | 386 | 4503 Sabal Key Drive       | Bradenton       | 550  |
| 39A Master               | 428 | 5621 39th Sreet E          | Bradenton       | 2300 |
| Braden River High School | 649 | 5265 60th Street E         | Bradenton       | 420  |
| Bayshore Yacht Basin     | 101 | 6805 26th Street West      | Bradenton       | 950  |
| 12A Master               | 139 | 2007 Bay Drive             | Bradenton       | 3000 |
| El Conquistador 1        | 104 | 3790 El. Conquistador Pkwy | Bradenton       | 800  |
| Samoset 4                | 340 | 1919 15th St E             | Samoset         | 100  |
| Samoset 5                | 341 | 2206 26th Ave E            | Samoset         | 450  |
| Samoset 1                | 308 | 1801 34th Ave E            | Samoset         | 1150 |
| 30EE                     | 333 | 3831 11th Street E         | Bradenton       | 125  |
| 42A                      | 431 | 1560 60th Ave Dr E         | Bradenton       | 200  |
| 20A                      | 433 | 5932 12th Street E         | Bradenton       | 651  |
| 13A Master               | 408 | 112 63rd Ave E             | Bradenton       | 3319 |
| 33A                      | 238 | 3250 26th Street W         | Bradenton       | 400  |
| 34A                      | 239 | 4006 24th Street W         | Bradenton       | 963  |
| 26A                      | 418 | 800 Orlando Ave            | Bradenton       | 780  |
| 31A                      | 126 | 1710 47th Ave Drive W      | Bradenton       | 1542 |
| Wildwood Springs 2       | 115 | 3985 Oakview Drive         | Bradenton       | 190  |
| 23AA                     | 411 | 1203 51st Avenue Dr W      | Bradenton       | 250  |
| 27A Master               | 138 | 2484 53rd Ave W            | Bradenton       | 2950 |
| 30AA                     | 248 | 4602 34th St W             | Bradenton       | 1000 |
| #12                      | 65  | 501 Magnolia Ave           | Anna Maria      | 600  |
| #11                      | 64  | 8501 Gulf Dr               | Holmes Beach    | 1000 |
| #7                       | 62  | 6900 Holmes Blvd           | Holmes Beach    | 800  |
| 5 Master                 | 71  | 4150 Gulf Drive            | Holmes Beach    | 1830 |
| 2C                       | 57  | 2301 Ave C                 | Bradenton       | 400  |
| #1                       | 54  | 111 6th Street S           | Bradenton Beach | 300  |
| 1M Master                | 203 | 8720 44th Ave W            | Bradenton       | 3393 |
| The Loop                 | 147 | 9400 17th Ave NW           | Bradenton       | 210  |
| 9D                       | 226 | 6504 5th Ave NW            | Bradenton       | 1000 |
| Perico Island            | 207 | 407 107th Ct W             | Bradenton       | 165  |
| Flamingo Cay             | 208 | 10301 Manatee Ave W        | Bradenton       | 320  |
| 1D Master                | 237 | 1806 51st Street W         | Bradenton       | 2609 |
| Glenn Lakes              | 119 | 5005 47th Street W         | Bradenton       | 300  |
| 12D                      | 221 | 7830 Desoto Memorial Dr    | Bradenton       | 500  |

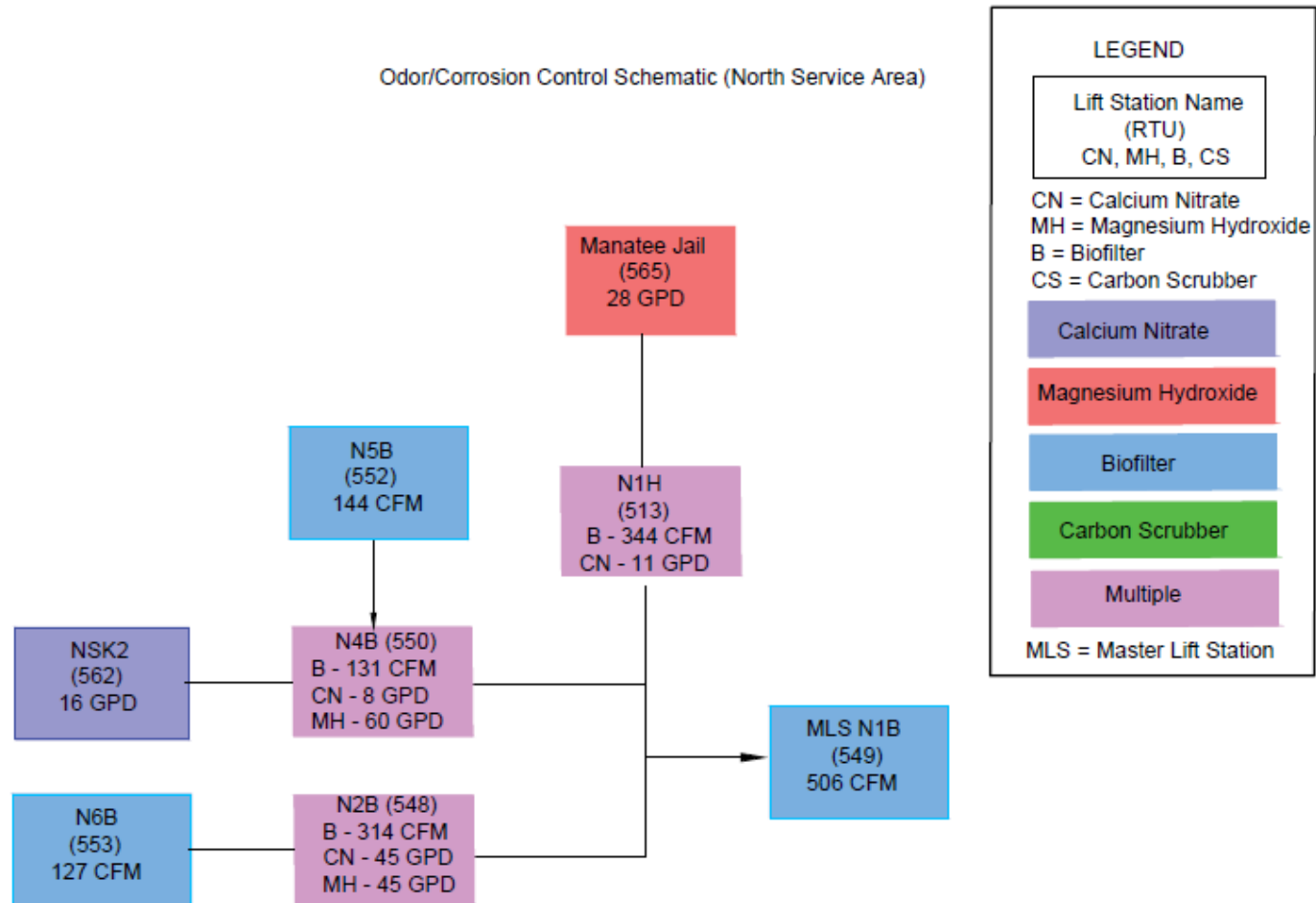
|               |     |                       |            |     |
|---------------|-----|-----------------------|------------|-----|
| 15D           | 218 | 1001 Palma Sola Blvd  | Bradenton  | 600 |
| 19D           | 217 | 2314 Palma Sola Blvd  | Bradenton  | 207 |
| 8D            | 225 | 6700 9th Ave NW       | Bradenton  | 750 |
| 37A           | 302 | 800 39th Ave W        | Bradenton  | 480 |
| Manatee Woods | 319 | 3600 3rd Street E     | Bradenton  | 133 |
| 9A            | 436 | 1160 Rome Ave         | Bradenton  | 225 |
| 6A            | 136 | 7678 West Moreland Dr | Bradenton  | 453 |
| 17A           | 404 | 816 63rd Ave W        | Bradenton  | 195 |
| 32AA          | 334 | 509 28th Ave W        | Bradenton  | 200 |
| #15           | 67  | 420 North Bay Blvd    | Anna Maria | 250 |

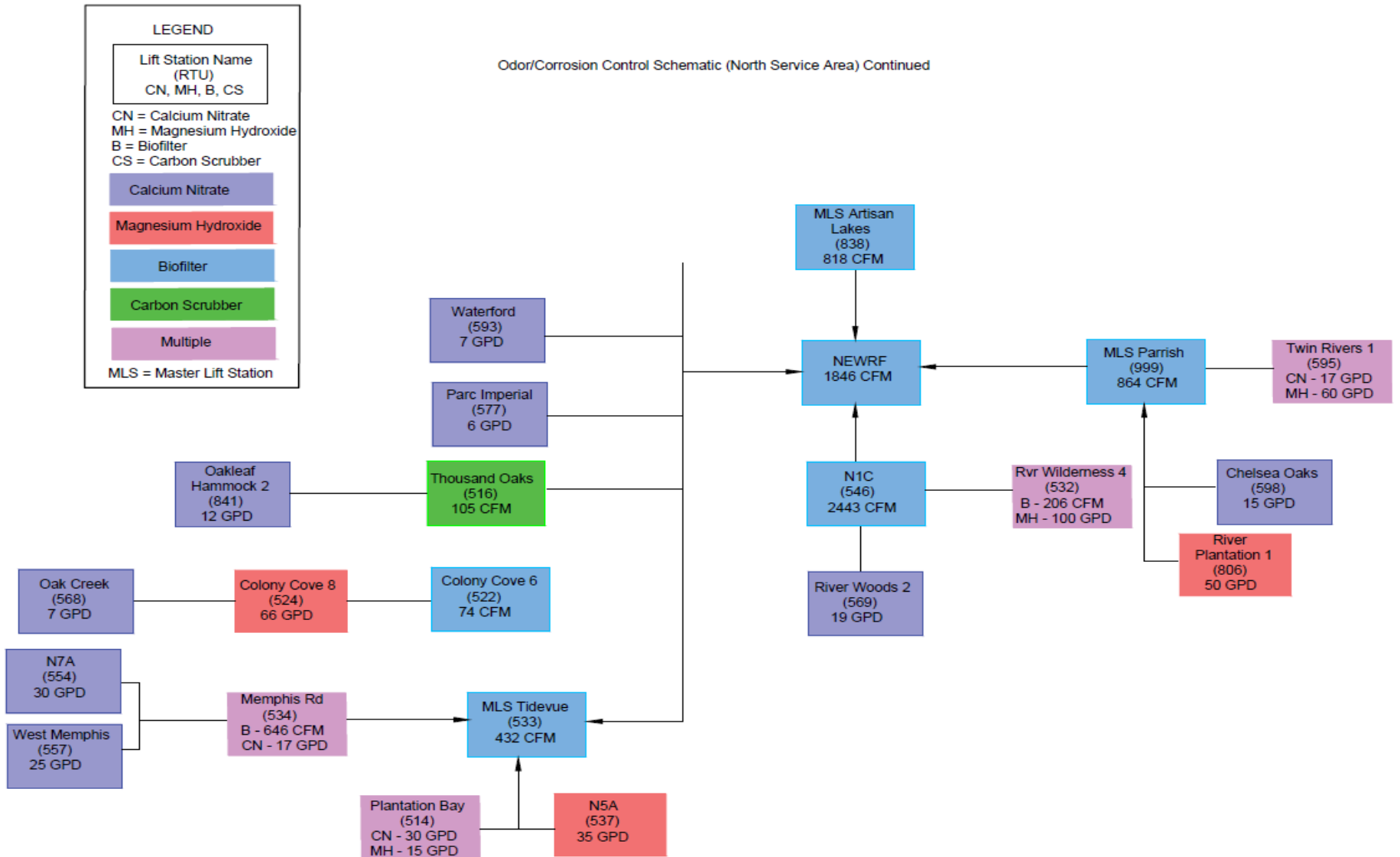
**END OF EXHIBIT E**

## **EXHIBIT F, SERVICE AREA SCHEMATICS**

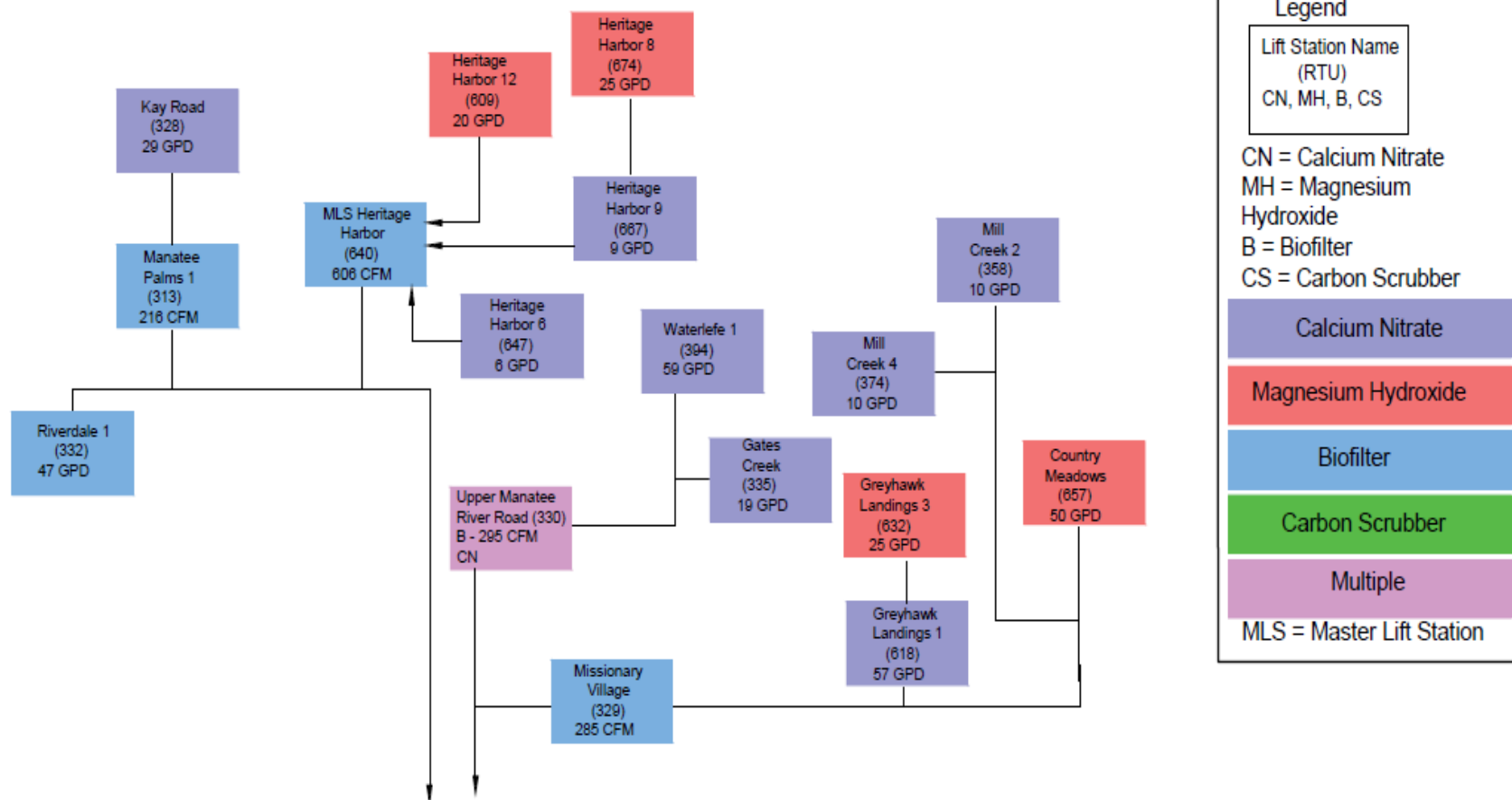
Please note that these charts do not geographically represent the wastewater system. It is only used to show a simple flow diagram and what products are used at each location.

Odor/Corrosion Control Schematic (North Service Area)

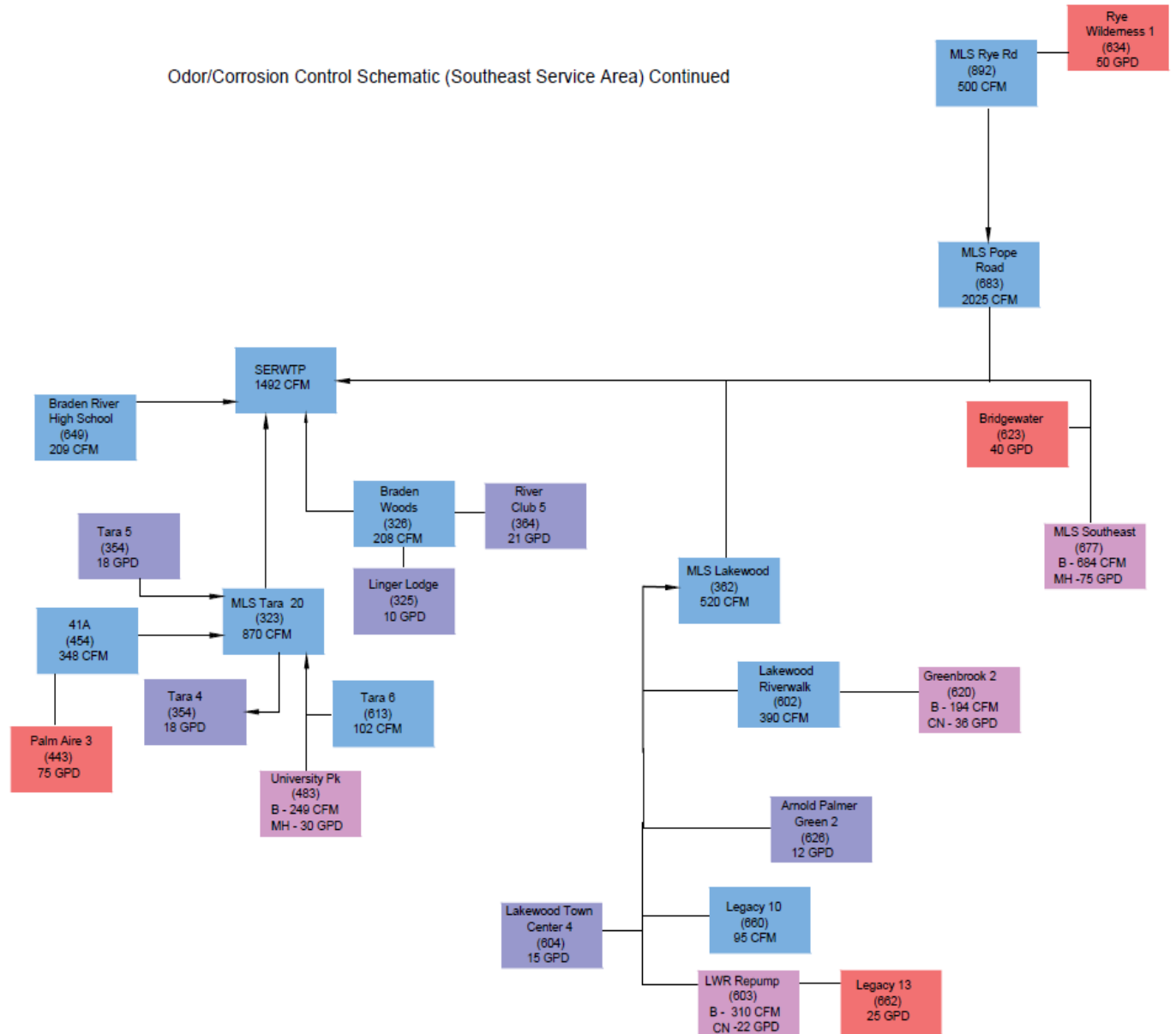
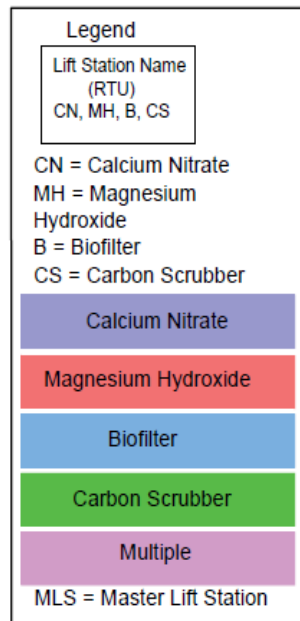




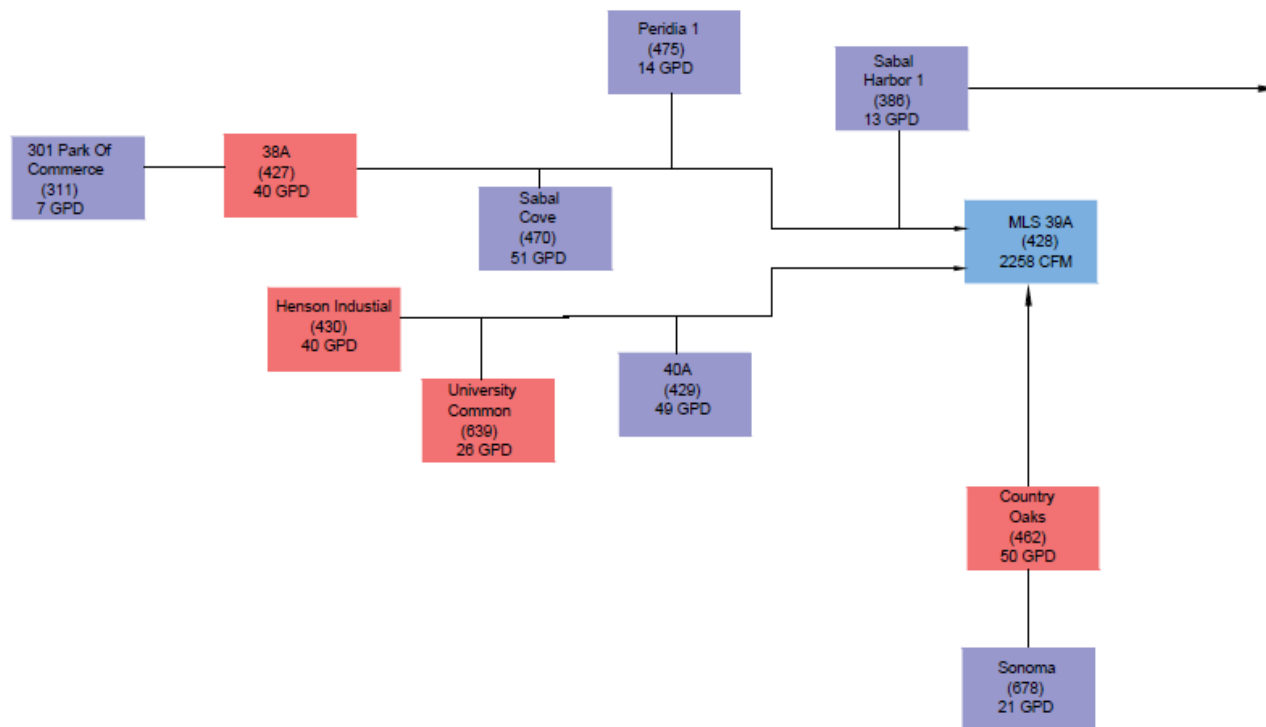
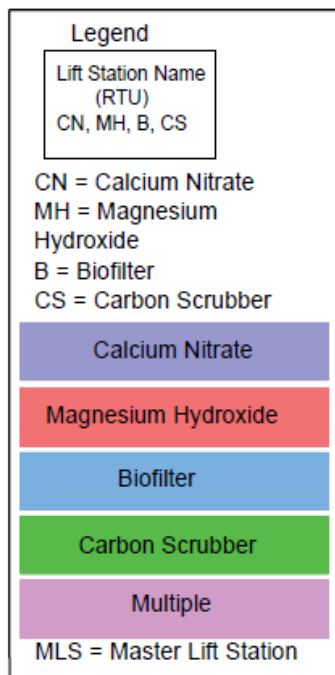
### Odor/Corrosion Control Schematic (Southeast Service Area)



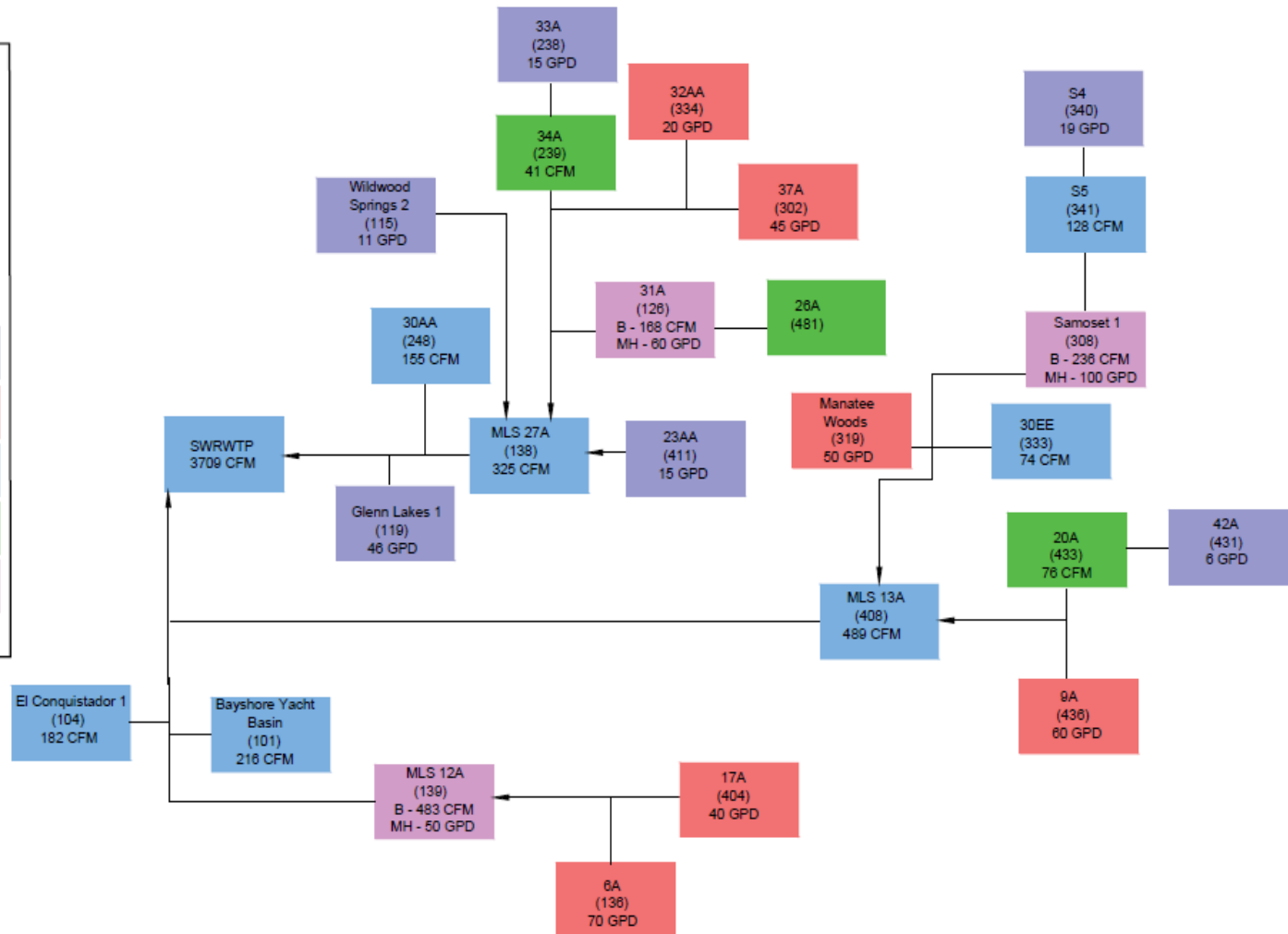
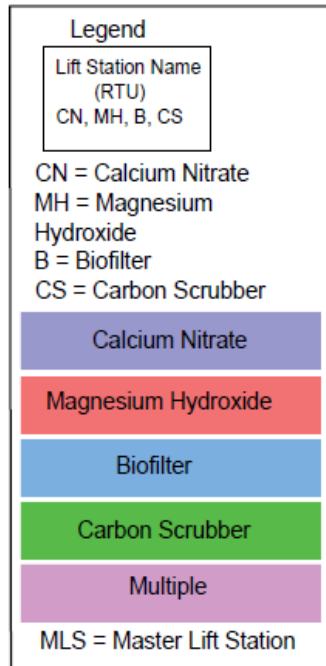
# Odor/Corrosion Control Schematic (Southeast Service Area) Continued

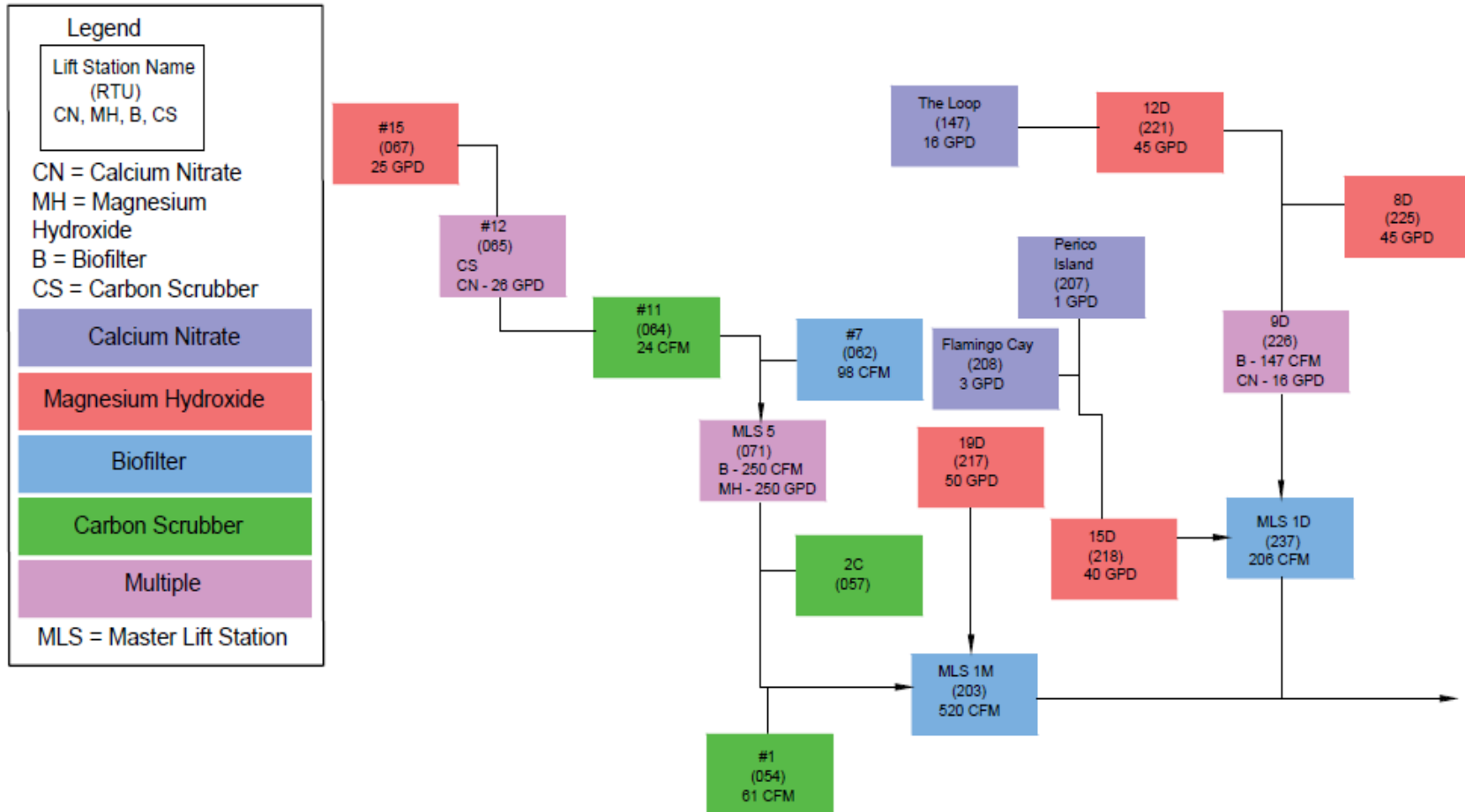


# Odor/Corrosion Control Schematic (Southeast Service Area) Continued



# Odor/Corrosion Control Schematics (Southwest Service Area)





**END OF EXHIBIT F**