

**AMENDMENT NO. 6 TO AGREEMENT NO. 18-TA002693AJ
FOR CORROSION AND ODOR CONTROL SERVICES**

This Amendment No. 6 to Agreement No. 18-TA002693AJ (hereinafter Amendment) is made as of this 22nd day of May, 2023 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Evoqua Water Technologies, LLC, a Florida limited liability company, whose address is 4711 Oak Fair Blvd, Tampa, FL 33610, (hereinafter Consultant).

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

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

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

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

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

WHEREAS, on May 22, 2022, the parties hereto entered into Amendment No. 5 to renew the Agreement for the period of May 22, 2022 through May 21, 2023 and amend Fee Rate Sections, B.03, B.04 and B.05; and

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

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

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

1. Recitals

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

2. Agreement Term

This Agreement is hereby extended beginning May 22, 2023 and ending May 21, 2024.

3. Exhibit B, Revised Fee Rate Sections

Sections, B.03 - Chemical / Biological Products, B.04 - New Vapor Phase Systems, and B.05 - Existing Vapor Phase Systems are hereby deleted in its entirety and replaced with Exhibit B, Revised Fee Rate Sections, attached hereto and effective May 22, 2023.

4. Agreement

The Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5 and this Amendment No. 6 represent the entire understanding between the parties hereto.

5. Terms and Conditions

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

[Remainder of page intentionally left blank]

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

EVOQUA WATER TECHNOLOGIES, LLC

By:  _____

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

Title: V.P. & G.M.

Date: 04/13/2023

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

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

Digitally signed by Jacob
Erickson, MBA, CPPO, NIGP-CPP
Date: 2023.04.25 08:54:16
-04'00'

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

Date: April 25, 2023

EXHIBIT B, REVISED FEE RATE SECTIONS

B.03 Chemical / Biological Products

ITEM	DESCRIPTION	PRICE
1	BIOXIDE	\$3.64 / gallon
2	BIOXIDE Plus 71	\$7.51 / gallon
3	BIOXIDE AE	\$3.85 / gallon
4	Odophos	\$1.68 / gallon
5	Odophos Plus	\$2.09 / gallon
6	Ferric Sulfate 9%	\$2.36 / gallon
7	PRI-SC Odophos - No longer available	
8	PRI-SC Odophos Plus - No longer available	
9	PRI-SC Ferric Sulfate 9% - No longer available	
10	50% Hydrogen Peroxide	\$0.49 / pound
11	PRISC Peroxide - No longer available	
12	VX-456 Bulk Tanker	\$1.69 / pound
13	VX-456 Tote	\$2.25 / pound
14	Aktivox Bulk Tanker	\$1.26 / pound
15	Aktivox (Tote)	\$1.74 / pound
16	Textone L	\$1.29 / pound
17	AQuit	\$22.00 / pound
18	Alkagen AQ (formerly "Alk AQuit 25")	\$1.92 / gallon
19	Sodium Hydroxide 25%	\$4.89 / gallon
20	Sodium Hydroxide 50%	\$8.45 / gallon
21	Sodium H Hypochlorite	\$4.20 / gallon
Single Wall Tank Rental		\$217.00 / month
Double Wall Tank Rental		\$331.00 / month

B.04 New Vapor Phase Systems

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	\$281.12	\$883.68	N/A	N/A
2	0-75	\$751.00	\$1,221.00	N/A	N/A
3	0-140	\$1,223.04	\$1,776.22	\$2,796.64	\$3,421.88
4	0-280	\$1,762.88	\$2,481.60	\$3,421.88	\$4,775.68
5	0-600	\$1,980.16	\$2,645.44	\$4,427.36	\$5,410.72
6	0-850	\$3,021.76	\$3,756.48	\$4,873.12	\$5,597.76
7	0-1150	\$3,413.76	\$4,662.56	\$5,787.04	\$7,080.64
8	0-1500	\$3,640.00	\$4,708.48	\$5,897.92	\$7,144.48
9	0-2000	\$3,913.28	\$4,936.96	\$7,073.92	\$8,200.64
10	0-3000	\$4,780.16	\$5,341.28	\$8,255.00	\$10,071.60
11	0-4000	\$5,208.00	\$6,382.88	\$9,787.68	\$13,838.72
12	0-5000	\$5,544.00	\$6,651.68	\$10,638.88	\$17,398.08
13	0-8000	\$8,897.28	\$10,044.16	\$14,194.88	\$18,764.48
14	0-12000	\$12,938.24	\$14,314.72	\$17,398.08	\$23,485.28
15	0-15000	\$13,986.56	\$15,386.56	\$26,444.32	N/A
16	0-18000	\$17,327.52	\$19,221.66	\$31,733.18	N/A
17	0-20000	\$21,149.52	\$23,125.66	N/A	N/A

Notes:

1. A mobilization fee of 3 times the monthly fee shall apply for all units. A de-mobilization fee of 2 times the monthly fee shall apply for lines 1 to 16 if removed prior to 36 months. Due to the special nature of the equipment in line 17 a 5 times the monthly fee shall apply if removed prior to 36 months.
2. If a chemical scrubber is required, all chemicals used by the scrubber will be charged in addition to the monthly BOO/Rental.

B.05 Existing Vapor Phase Systems

Existing Vapor Phase Systems (Installed before May 31, 2023)

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION			
		(ppmv)			
		A. <30	B. 30-150	C. 150-300	D. 300-500
1	Natural Draft	\$111.20	\$267.20	N/A	N/A
2	0-75	\$450.40	\$617.60	N/A	N/A
3	0-140	\$784.00	\$1,149.60	\$1,269.60	\$1,764.00
4	0-280	\$872.80	\$1,269.60	\$1,764.00	\$2,584.00
5	0-600	\$1,336.80	\$1,764.00	\$2,584.00	\$2,918.40
6	0-850	\$1,960.00	\$2,584.00	\$2,762.40	\$3,341.60
7	0-1150	\$2,316.80	\$2,762.40	\$2,918.40	\$3,787.20
8	0-1500	\$2,540.00	\$2,918.40	\$3,341.60	\$4,188.80
9	0-2000	\$2,717.60	\$3,341.60	\$3,787.20	\$4,500.00
10	0-3000	\$3,119.20	\$3,787.20	\$4,188.80	\$6,684.00
11	0-4000	\$3,542.40	\$4,188.80	\$4,500.00	\$9,357.60
12	0-5000	\$3,876.80	\$4,500.00	\$6,684.00	\$10,248.80
13	0-8000	\$6,060.00	\$6,684.00	\$9,357.60	\$12,441.60
14	0-12000	\$8,778.40	\$9,357.60	\$10,248.80	\$18,716.00
15	0-15000	\$9,624.80	\$10,248.80	\$12,441.60	N/A
16	0-18000	\$11,568.00	\$12,441.60	\$18,716.00	N/A



May 23, 2023

Katlin Kolhoff
Orange County Purchasing
400 E. South Street, 2nd Floor
Orlando, FL 32801
Email: Kaitlin.Kolhoff@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

Dear Ms. Kolhoff:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies was awarded a five-year contract with Manatee County, Florida on May 22, 2018 for Odor and Corrosion Control Services. Evoqua Water Technologies and Manatee County have agreed to amend the contract for another year and we are pleased to offer Orange County the option to continue utilizing this contract for your wastewater odor and corrosion control program.

I have attached copies of the Manatee County Odor Control Agreement No. 18-TA002693AJ Amendment #6 for the Agreement for Odor and Corrosion Control Services for your reference.

Under the Manatee County contract agreement, the new pricing for the products and services you are currently using are as follows and are listed under Exhibit B, Fees.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$3.64 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$2,540.00 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$2,540.00 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$2,717.60 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$2,584.00 per month
Independence Whisper Biofilter System: B.04/Contract Item 4B, \$1,269.60 per month
Station D Whisper Biofilter System: B.04/Contract Item 3B, \$1,149.60 per month
Rouse Road South Zabocs Biofilter: B.04/Contract Item 8C, \$3,341.60 per month
Universal Zabocs Biofilter System: B.04/Contract Item 9B, \$3,341.60 per month
PS 3597 Zabocs Biofilter System: This system has been relocated to Rouse Road South

All terms per the existing Manatee County, FL contract shall apply. The above prices do not include any applicable taxes.

This contract pricing is in effect from May 22, 2023 through May 21, 2024.



Thank you again for the opportunity to be of service. We look forward to continuing to serve Orange County in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative

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

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

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

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

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

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

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

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

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

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

1. Recitals

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

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

B.03 Chemical / Biological Products:

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

B.04 New Vapor Phase Systems:

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	\$148.00	\$800.00	N/A	N/A
2	0-75	\$751.00	\$953.00	N/A	N/A
3	0-140	\$1,057.00	\$1579.00	\$1,869.00	\$2,700.00
4	0-280	\$1,211.00	\$1,729.00	\$2,700.00	\$4,330.00
5	0-600	\$1,803.00	\$2,446.00	\$4,110.00	\$4,920.00
6	0-850	\$2,621.00	\$3,487.00	\$4,490.00	\$5,081.00
7	0-1150	\$2,881.00	\$3,830.00	\$4,757.00	\$5,926.00
8	0-1500	\$3,296.00	\$4,330.00	\$5,373.00	\$6,575.00
9	0-2000	\$3,634.00	\$4,550.00	\$6,448.00	\$7,533.00
10	0-3000	\$4,324.00	\$5,157.00	\$6,430.00	\$7,533.00
11	0-4000	\$4,824.00	\$5,926.00	\$9,018.00	\$12,742.00
12	0-5000	\$5,327.00	\$6,073.00	\$9,873.00	\$15,719.00
13	0-8000	\$8,252.00	\$9,267.00	\$12,626.00	\$17,320.00
14	0-12000	\$11,953.00	\$12,742.00	\$15,719.00	\$20,706.00
15	0-15000	\$12,987.00	\$14,209.00	\$24,555.00	N/A
16	0-18000	\$16,038.00	\$16,786.00	\$26,105.00	N/A
17	0-20000	\$20,919.00	\$21,840.00	N/A	N/A

Notes:

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

B.05 Existing Vapor Phase Systems:

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

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

3. Amendment

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

4. Agreement

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

5. Terms and Conditions

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

[Remainder of page intentionally left blank]

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

EVOQUA WATER TECHNOLOGIES, LLC

By:  _____

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

Title: V.P. & G.M.

Date: 3/10/22

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

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

Date: March 14, 2022



April 27, 2022

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

Dear Ms. Vergara:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies was awarded a five-year contract with Manatee County, Florida on May 22, 2018 for Odor and Corrosion Control Services. Evoqua Water Technologies and Manatee County have agreed to exercise the fourth renewal year and we are pleased to offer Orange County the option to continue utilizing this contract for your wastewater odor and corrosion control program.

I have attached copies of the Manatee County Odor Control Agreement No. 18-TA0022693AJ Amendment #5 for the Agreement for Odor and Corrosion Control Services for your reference.

Under the Manatee County contract agreement, the new pricing for the products and services you are currently using are as follows and are listed under Exhibit B, Fees.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$2.58 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$3,175.00 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$3,175.00 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$3,397 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$3,230.00 per month
Independence Whisper Biofilter System: B.04/Contract Item 4B, \$1,729.00 per month
Station D Whisper Biofilter System: B.04/Contract Item 3B, \$1,579.00 per month
PS 3597 Zabocs Biofilter System: B.04/Contract Item 8C, \$5,373.00 per month
Universal Zabocs Biofilter System: B.04/Contract Item 9B, \$4,550.00 per month

All terms per the existing Manatee County, FL contract shall apply. The above prices do not include any applicable taxes.

This contract pricing is in effect from May 22, 2022 through May 21, 2023.



Thank you again for the opportunity to be of service. We look forward to continuing to serve Orange County in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative



April 27, 2022

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

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Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative



April 27, 2022

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

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Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative

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

EVOQUA WATER TECHNOLOGIES, LLC

By:  _____

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

Title: V.P. & G.M.

Date: 3/10/22

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

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

Date: March 14, 2022



May 21, 2021

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

Dear Ms. Vergara:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies was awarded a five-year contract with Manatee County, Florida on May 22, 2018 for Odor and Corrosion Control Services. Evoqua Water Technologies and Manatee County have agreed to exercise the third renewal year and we are pleased to offer Orange County the option to continue utilizing this contract for your wastewater odor and corrosion control program.

I have attached copies of the Manatee County Odor Control Agreement No. 18-TA0022693AJ Amendment #4 for the Agreement for Odor and Corrosion Control Services for your reference.

Under the Manatee County contract agreement, the pricing for the products and services you are currently using are as follows and are listed under Exhibit B, Fees.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$2.49 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$3,052.92 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$3,052.92 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$3,267.16 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$3,106.48 per month
Independence Whisper Biofilter System: B.04/Contract Item 4B, \$1,663.33 per month
Universal Zabocs Biofilter System: B.04/Contract Item 9B, \$4,375.80 per month

All terms per the existing Manatee County, FL contract shall apply. The above prices do not include any applicable taxes.

This contract pricing is in effect from May 22, 2021 through May 21, 2022.



Thank you again for the opportunity to be of service. We look forward to continuing to serve Orange County in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative

**AMENDMENT NO. 4 TO AGREEMENT NO. 18-TA002693AJ
FOR CORROSION AND ODOR CONTROL SERVICES**

This Amendment No. 4 to Agreement No. 18-TA002693AJ (hereinafter Amendment) is made as of this 22nd day of May, 2021 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Evoqua Water Technologies, LLC, a Florida limited liability company, whose address is 4711 Oak Fair Blvd, Tampa, FL 33610, (hereinafter Consultant).

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

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

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

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

WHEREAS, the County has determined a need to extend the Agreement and revise Exhibit B – Fee Rate Schedule; and

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

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

1. Recitals

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

2. Effective May 22, 2021, B.03 - Chemical / Biological Products, B.04 - New Vapor Phare Systems, and B.05 - Existing Vapor Phase Systems are hereby mutually amended as follows:

B.03 Chemical / Biological Products:

ITEM	DESCRIPTION	PRICE
1	BIOXIDE	\$2.49 / gallon
2	BIOXIDE Plus 71	\$3.69 / gallon
3	BIOXIDE AE	\$2.88 / gallon
4	Odophos	\$0.81 / gallon
5	Odophos Plus	\$1.48 / gallon
6	Ferric Sulfate 9%	\$1.51 / gallon
10	50% Hydrogen Peroxide	\$0.46 / pound
12	VX-456 Bulk Tanker	\$1.26 / pound
13	VX-456 Tote	\$1.61 / pound
14	Aktivox Bulk Tanker	\$0.95 / pound
15	Aktivox (Tote)	\$1.28 / pound
16	Textone L	\$0.89 / pound
17	AQuit	\$17.50 / pound
18	Alkagen AQ (formerly "Alk AQuit 25")	\$1.54 / gallon
19	Sodium Hydroxide 25%	\$2.49 / gallon
20	Sodium Hydroxide 50%	\$5.38 / gallon
21	Sodium H Hypochlorite	\$2.39 / gallon

B.04 New Vapor Phase Systems:

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <15	B. 15-150	C. 150-300	D. 300-500
1	Natural Draft	\$143.20	\$770.14	N/A	N/A
2	0-75	\$722.40	\$916.53	N/A	N/A
3	0-140	\$1,017.30	\$1,519.06	\$1,798.05	\$2,596.83
4	0-280	\$1,164.75	\$1,663.33	\$2,596.83	\$4,163.64
5	0-600	\$1,734.40	\$2,352.85	\$3,952.54	\$4,731.16
6	0-850	\$2,520.46	\$3,353.18	\$4,317.45	\$4,886.35
7	0-1150	\$2,770.80	\$3,683.09	\$4,574.16	\$5,698.61
8	0-1500	\$3,169.67	\$4,163.64	\$5,167.15	\$6,322.36
9	0-2000	\$3,494.27	\$4,375.80	\$6,200.37	\$7,244.20
10	0-3000	\$4,158.33	\$4,959.24	\$6,183.40	\$7,244.20
11	0-4000	\$4,638.87	\$5,698.61	\$8,672.04	\$12,252.24
12	0-5000	\$5,122.60	\$5,839.70	\$9,494.16	\$15,115.33
13	0-8000	\$7,934.78	\$8,910.72	\$12,140.85	\$16,654.56
14	0-12000	\$11,493.76	\$12,252.24	\$15,115.33	\$20,871.24
15	0-15000	\$12,487.73	\$13,663.10	\$23,611.28	N/A
16	0-18000	\$15,421.91	\$16,141.13	\$25,101.71	N/A
17	0-20000	\$20,115.00	\$21,000.00	N/A	N/A

Notes:

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

B.05 Existing Vapor Phase Systems:

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

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION			
		(ppmv)			
		A. <30	B. 30-150	C. 150-300	D. 300-500
1	Natural Draft	\$133.90	\$321.36	N/A	N/A
2	0-75	\$542.02	\$742.34	N/A	N/A
3	0-140	\$942.65	\$1,381.84	\$1,526.46	\$2,120.97
4	0-280	\$1,049.77	\$1,526.46	\$2,120.97	\$3,106.48
5	0-600	\$1,606.80	\$2,120.97	\$3,106.48	\$3,508.18
6	0-850	\$2,356.64	\$3,106.48	\$3,320.72	\$4,017.00
7	0-1150	\$2,785.12	\$3,320.72	\$3,508.18	\$4,552.60
8	0-1500	\$3,052.92	\$3,508.18	\$4,017.00	\$5,034.64
9	0-2000	\$3,267.16	\$4,017.00	\$4,552.60	\$5,409.56
10	0-3000	\$3,749.20	\$4,552.60	\$5,034.64	\$8,034.00
11	0-4000	\$4,258.02	\$5,034.64	\$5,409.56	\$11,247.60
12	0-5000	\$4,659.72	\$5,409.56	\$8,034.00	\$12,318.80
13	0-8000	\$7,284.16	\$8,034.00	\$11,247.60	\$14,953.95
14	0-12000	\$10,551.32	\$11,247.60	\$12,318.80	\$22,495.20
15	0-15000	\$11,568.96	\$12,318.80	\$14,953.95	N/A
16	0-18000	\$13,904.17	\$14,953.95	\$22,495.20	N/A

3. Amendment

This Amendment No. 4 renews the Agreement for the period of May 22, 2021 through May 21, 2022. There is one (1) renewal option remaining.

4. Agreement

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

5. Terms and Conditions

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

[Remainder of page intentionally left blank]

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

EVOQUA WATER TECHNOLOGIES, LLC

By: 

Printed Name: Jennifer R. Miller

Title: V.P. & G.M. - Municipal Services

Date: 05/18/2021

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

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

Date: May 20, 2021



May 21, 2020

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

Dear Ms. Vergara:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies was awarded a five-year contract with Manatee County, Florida on May 22, 2018 for Odor and Corrosion Control Services. Evoqua Water Technologies and Manatee County have agreed to exercise the second renewal year and we are pleased to offer Orange County the option to continue utilizing this contract for your wastewater odor and corrosion control program.

I have attached copies of the Manatee County Odor Control Agreement No. 18-TA0022693AJ Addendum #2 for the Agreement for Odor and Corrosion Control Services for your reference.

Under the Manatee County contract agreement, the pricing for the products and services you are currently using are as follows and are listed under Exhibit B, Fees.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$2.40 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.00 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.00 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$3,141.50 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$2,987.00 per month
Independence Whisper Biofilter System: B.04/Contract Item 4B, \$1,599.36 per month
Universal Zabocs Biofilter System: B.04/Contract Item 9B, \$4,207.50 per month

All terms per the existing Manatee County, FL contract shall apply. The above prices do not include any applicable taxes.

The third-year renewal of the contract pricing is in effect from May 22, 2020 through May 21, 2021.



Thank you again for the opportunity to be of service. We look forward to continuing to serve Orange County in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative

**AMENDMENT NO. 3 TO AGREEMENT NO. 18-TA002693AJ
FOR CORROSION AND ODOR CONTROL SERVICES**

This Amendment No. 3 to Agreement No. 18-TA002693AJ (hereinafter Amendment) is made as of this 22nd day of May, 2020 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Evoqua Water Technologies, LLC, a Florida limited liability company, whose address is 4711 Oak Fair Blvd, Tampa, FL 33610, (hereinafter Consultant).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on May 22, 2018, the County entered into an Agreement with Consultant Company for Corrosion and Odor Control Services (Initial Agreement); and

WHEREAS, on April 23, 2019, the Board of County Commissioners approved Amendment No.1 which renewed the agreement for a period beginning May 22, 2019 through May 21, 2020 for a not-to-exceed annual amount of \$2,500,000.00; and

WHEREAS, on July 25, 2019, the County issued Addendum No. 2 to the Agreement to amend Fee Rate Sections, B.01, B.03, B.04 and B.05; and

WHEREAS, the County has determined the need to extend the Agreement for one (1) additional renewal period; and

WHEREAS, Consultant agrees to continue to provide the Corrosion and Odor Control Services to the County in accordance with the terms and conditions of the Agreement.

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

1. Recitals

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

2. Amendment

This Amendment No. 3 renews the Agreement for the period of May 22, 2020 through May 21, 2021. There are two (2) renewal options remaining.

3. Article 3. Compensation, Section A:

Article 3. Compensation, Section A is hereby amended as follows:

Compensation will be made to CONSULTANT upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing services identified in Exhibit A.

4. The Agreement

The Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 represent the entire understanding between the Parties.

5. Terms and Conditions.

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

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

EVOQUA WATER TECHNOLOGIES, LLC

BY: 

Printed Name: Jennifer R. Miller

Title: V.P. & G.M.

Date: 4/30/20

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



Jacob Erickson, MBA, Interim Procurement Official

Date: May 19, 2020



August 12, 2019

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

Dear Ms. Vergara:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies was awarded a five-year contract with Manatee County, Florida on May 22, 2018 for Odor and Corrosion Control Services. Evoqua Water Technologies and Manatee County have agreed to exercise the first renewal year and we are pleased to offer Orange County the option to continue utilizing this contract for your wastewater odor and corrosion control program.

I have attached copies of the Manatee County Odor Control Agreement No. 18-TA0022693AJ Addendum #1 for the Agreement for Odor and Corrosion Control Services for your reference.

Under the Manatee County contract agreement, the pricing for the products and services you are currently using are as follows and are listed under Exhibit B, Fees.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$2.39 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.00 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.00 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$3,141.00 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$2,987.00 per month
Independence Whisper Biofilter System: B.04/Contract Item 4B, \$1,599.00 per month

The above pricing will be in effect from August 1, 2019 through September 30, 2019.

The following prices will be in effect from October 1, 2019 through May 21, 2020.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$2.40 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.50 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.50 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$3,141.50 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$2,987.00 per month
Independence Whisper Biofilter System: B.04/Contract Item 4B, \$1,599.36 per month



All terms are per the existing Manatee County, FL contract and shall apply. The above prices do not include any applicable taxes.

Thank you again for the opportunity to be of service. We look forward to continuing to serve Orange County in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative

**AMENDMENT NO. 2 TO AGREEMENT NO. 18-TA002693AJ
FOR CORROSION AND ODOR CONTROL SERVICES**

This Amendment No. 2 to Agreement No. 18-TA002693AJ (hereinafter Amendment) is made as of this 25th day of July, 2019 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Evoqua Water Technologies, LLC, a Florida limited liability company, whose address is 4711 Oak Fair Blvd, Tampa, FL 33610 (hereinafter Consultant).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on May 22, 2018 the County entered into an Agreement with Consultant for Corrosion and Odor Control Services (Initial Agreement); and

WHEREAS, on April 23, 2019, the Board of County Commissioners approved Amendment No. 1 which renewed the agreement for a period beginning May 22, 2019 through May 21, 2020 for a not-to-exceed annual amount of \$2,500,000.00; and

WHEREAS, Consultant reserves the right to increase fees pursuant to Exhibit E – Special Conditions, Section 11.

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 agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. Effective May 22, 2019, B.01 – Calcium Nitrate Fees, B.03 – Chemical / Biological Products, B.04 – New Vapor Phase System, and B.05 – Existing Vapor Phase Systems are hereby amended as follows:

B.01 Calcium Nitrate Fees

OPTION 1: CALCIUM NITRATE

Fees for the chemical listed as follows:

Description	Unit of Measure	Unit Cost
Chemical, Calcium Nitrate	Gallon	\$2.40

B.03 Chemical / Biological Products

ITEM	DESCRIPTION	PRICE
1	BIOXIDE	\$2.40 / gallon
2	BIOXIDE Plus 71	\$3.55 / gallon
3	BIOXIDE AE	\$2.77 / gallon
4	Odophos	\$0.78 / gallon
5	Odophos Plus	\$1.43 / gallon
6	Ferric Sulfate 9%	\$1.46 / gallon
7	PRI-SC Odophos	\$0.90 / gallon
8	PRI-SC Odophos Plus	\$1.71 / gallon
9	PRI-SC Ferric Sulfate 9%	\$1.75 / gallon
10	50% Hydrogen Peroxide	\$0.45 / gallon
11	PRISC Peroxide	\$0.52 / gallon
12	VX-456 Bulk Tanker	\$1.22 / gallon
13	VX-456 Tote	\$1.55 / gallon
14	Aktivox Bulk Tanker	\$0.92 / gallon
15	Aktivox (Tote)	\$1.24 / gallon
16	Textone L	\$0.86 / gallon
17	AQuit	\$16.83 / gallon
18	Alkagen AQ (formerly "Alk AQuit 25")	\$1.49 / gallon
19	Sodium Hydroxide 25%	\$2.40 / gallon
20	Sodium Hydroxide 50%	\$5.18 / gallon
21	Sodium Hypochlorite	\$2.30 / gallon

B.04 New Vapor Phase Systems**New Vapor Phase Systems Monthly Cost**

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$137.70	\$740.52	N/A	N/A
2	0-75	\$694.62	\$881.28	N/A	N/A
3	0-140	\$978.18	\$1,460.64	\$1,728.90	\$2,496.96
4	0-280	\$1,119.96	\$1,599.36	\$2,496.96	\$4,003.50
5	0-600	\$1,667.70	\$2,262.36	\$3,800.52	\$4,549.20
6	0-850	\$2,423.52	\$3,224.22	\$4,151.40	\$4,698.42
7	0-1150	\$2,664.24	\$3,541.44	\$4,398.24	\$5,479.44
8	0-1500	\$3,047.76	\$4,003.50	\$4,968.42	\$6,079.20
9	0-2000	\$3,359.88	\$4,207.50	\$5,961.90	\$6,965.58
10	0-3000	\$3,998.40	\$4,768.50	\$5,945.58	\$6,965.58
11	0-4000	\$4,460.46	\$5,479.44	\$8,338.50	\$11,781.00
12	0-5000	\$4,925.58	\$5,615.10	\$9,129.00	\$14,533.98
13	0-8000	\$7,629.60	\$8,568.00	\$11,673.90	\$16,014.00
14	0-12000	\$11,051.70	\$11,781.00	\$14,533.98	\$20,068.50
15	0-15000	\$12,007.44	\$13,137.60	\$22,703.16	N/A
16	0-18000	\$14,828.76	\$15,520.32	\$24,136.26	N/A

B.05 Existing Vapor Phase Systems

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

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H2S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$128.75	\$309.00	N/A	N/A
2	0-75	\$521.18	\$713.79	N/A	N/A
3	0-140	\$906.40	\$1,328.70	\$1,467.75	\$2,039.40
4	0-280	\$1,009.40	\$1,467.75	\$2,039.40	\$2,987.00
5	0-600	\$1,545.00	\$2,039.40	\$2,987.00	\$3,373.25
6	0-850	\$2,266.00	\$2,987.00	\$3,193.00	\$3,862.50
7	0-1150	\$2,678.00	\$3,193.00	\$3,373.25	\$4,377.50
8	0-1500	\$2,935.50	\$3,373.25	\$3,862.50	\$4,841.00
9	0-2000	\$3,141.50	\$3,862.50	\$4,377.50	\$5,201.50
10	0-3000	\$3,605.00	\$4,377.50	\$4,841.00	\$7,725.00
11	0-4000	\$4,094.25	\$4,841.00	\$5,201.50	\$10,815.00
12	0-5000	\$4,480.50	\$5,201.50	\$7,725.00	\$11,845.00
13	0-8000	\$7,004.00	\$7,725.00	\$10,815.00	\$14,378.80
14	0-12000	\$10,145.50	\$10,815.00	\$11,845.00	\$21,630.00
15	0-15000	\$11,124.00	\$11,845.00	\$14,378.80	N/A
16	0-18000	\$13,369.40	\$14,378.80	\$21,630.00	N/A

3. The Agreement, Amendment No. 1 and this Amendment No. 2 represent the entire understanding between the Parties.
4. **Terms and Conditions.** Except as otherwise stated herein, the terms and conditions of the Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement is hereby incorporated by this reference.

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

EVOQUA WATER TECHNOLOGIES, LLC

Company _____

By: 

Printed Name: Ryan Moyer, Manufacturing & Facilities Mngr

Date: 07/24/2019

MANATEE COUNTY, a political subdivision
Of the State of Florida

By: 

Printed Name: Theresa Webb, M.A., CPPO,
CPPB, CPSM, C.P.M.

Title: Procurement Official

Date: 7/25/2019



May 2, 2019

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

Dear Ms. Vergara:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies was awarded a five-year contract with Manatee County, Florida on May 22, 2018 for Odor and Corrosion Control Services. Evoqua Water Technologies and Manatee County have agreed to exercise the first renewal year and we are pleased to offer Orange County the option to continue utilizing this contract for your wastewater odor and corrosion control program.

I have attached copies of the Manatee County Odor Control Agreement No. 18-TA0022693AJ Addendum #1 for the Agreement for Odor and Corrosion Control Services for your reference.

Under the Manatee County contract agreement, the pricing for the products and services you are currently using are as follows and are listed under Exhibit B, Fees.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$2.39 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.00 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$2,935.00 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$3,141.00 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$2,987.00 per month
Independence Whisper Biofilter System: B.05/Contract Item 4B, \$1,599.00 per month

All terms per the existing Manatee County, FL contract shall apply. The above prices do not include any applicable taxes.

The second-year renewal of the contract pricing is in effect from May 22, 2019 through May 21, 2020.



Thank you again for the opportunity to be of service. We look forward to continuing to serve Orange County in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative



March 15, 2019

Nick Wagner
Utilities Superintendent
Manatee County
5101 65th St W
Bradenton, FL 34210
Phone: (941) 755-1853
Email: nick.wagner@mymanatee.org

Cc: Jeff Goodwin, jeff.goodwin@mymanatee.org

RE: CONTRACT 18-TA002693AJ – CORROSION AND ODOR CONTROL SERVICES

Dear Mr. Wagner:

Evoqua Water Technologies LLC values Manatee County as a customer and we look forward to working with you in the years to come.

Due to increases in cost of raw materials, production and service, we are respectfully requesting a slight price increase for the upcoming contract renewal year. Our proposed pricing is as follows:

Product	Proposed Price Increase
BIOXIDE Products	2%
All Other Chemical Products	3%
Existing Vapor Phase	3%
New Vapor Phase	2%

Per the contract, price increases are allowed for renewal years but they must be based on the applicable ECI or PPI for the latest twelve months for which statistics are available. The latest twelve months of the indexes are provided below:

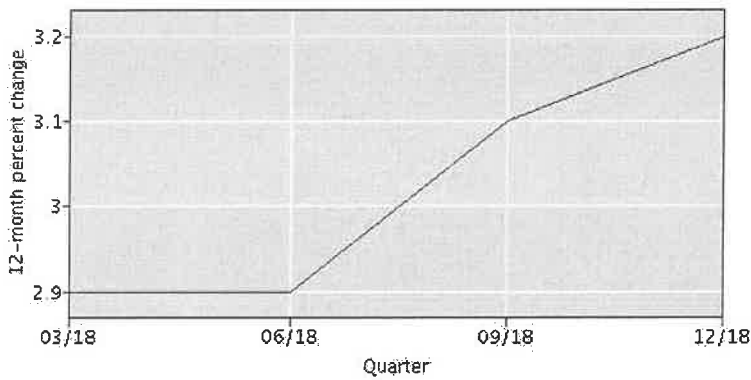
Over the past year, our raw material costs of our odor and corrosion control services increased in addition to the larger increases in cost of delivery. As justification for this increase, please see the following tables.

The following table and graph shows the Employment Cost Index from 2018 to the present representing labor cost increases:

Data extracted on: March 14, 2019 (10:26:59 AM)

Employment Cost Index (NAICS)

Series Id: CID201500000000A (B,H)
 Not seasonally adjusted
 Series Title: Total compensation for Private industry workers in Service-providing industries, 12-month percent change
 Ownership: Private industry workers
 Component: Total compensation
 Occupation: All workers
 Industry: Service providing
 Subcategory: All workers
 Area: United States (National)
 Periodicity: 12-month percent change



Download: [Excel](#)

Year	Period	Estimate Value	Standard Error
2018	Qtr1	2.9	0.1
2018	Qtr2	2.9	0.2
2018	Qtr3	3.1	0.2
2018	Qtr4	3.2	0.2

B : Includes wages, salaries, and employer costs for employee benefits.
 H : See Footnote H on www.bls.gov/ect/cimagnote.htm.

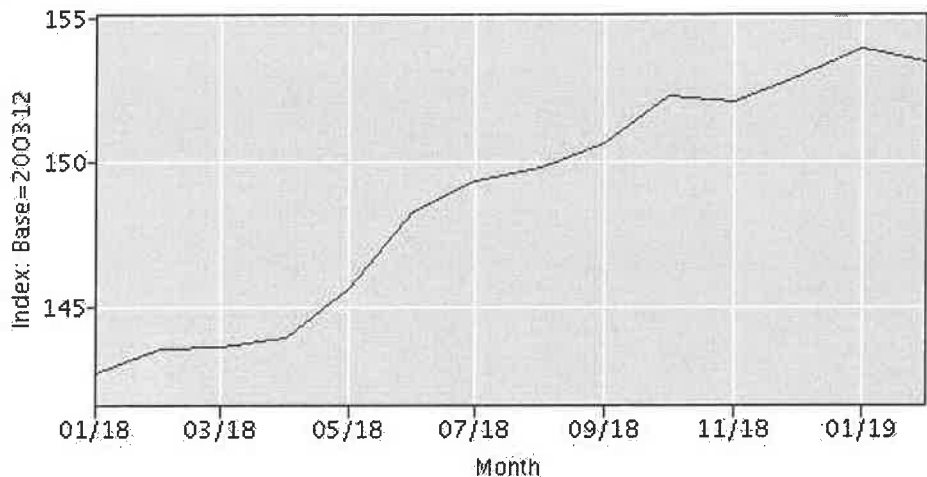
As you can see from this data, the ECI has increased approximately 3% over the past 12 months and we expect this upward trend to continue over the next few years.

The next chart shows the other major cost increase we are facing which is transportation and freight costs. This is represented by Truck Transportation Services PPI increases²:

Data extracted on: March 14, 2019 (10:33:43 AM)

PPI Industry Data

Series Id: PCU4841--4841--
 Series Title: PPI industry group data for General freight trucking, not seasonally adjusted
 Industry: General freight trucking
 Product: General freight trucking
 Base Date: 200312



Download: [\[XLS\] .xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	142.7	143.5	143.6	143.9	145.6	148.3	149.4	149.8	150.7	152.3	152.1(P)	153.0(P)
2019	154.0(P)	153.5(P)										

P : Preliminary. All indexes are subject to revision four months after original publication.

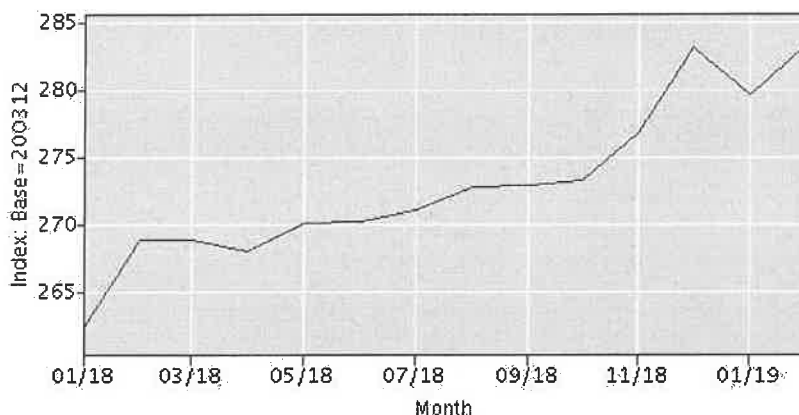
One of the fastest rising costs for us is the PPI for Truck Transportation of Freight which has increased from 143.6 in March of 2018 to 153.5 in February of 2019. This represents a 6.9% increase in this PPI the past twelve months in costs for this area.

The next chart and table shows the Basic Inorganic Chemicals PPI increases³:

Data extracted on: March 14, 2019 (10:39:27 AM)

PPI Industry Data

Series Id: PCU32518-32518-
 Series Title: PPI industry data for Other basic inorganic chemical manufacturing, not seasonally adjusted
 Industry: Other basic inorganic chemical manufacturing
 Product: Other basic inorganic chemical manufacturing
 Base Date: 200312



Download: [x](#) [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2018	262.5	268.9	268.9	268.0	270.1	270.3	271.1	272.8	273.0	273.3	276.9(P)	283.2(P)
2019	279.7(P)	283.5(P)										

P : Preliminary. All indexes are subject to revision four months after original publication.

The PPI for Basic Inorganic Chemicals has increased from 268.9 in February of 2018 to 283.5 in February of 2019. This represents a 5.4% increase in this PPI and we expect this to continue increasing at an even faster rate through 2020.

Finally, international calcium nitrate demand increases are causing North American pricing to be very volatile. Therefore, much of the calcium nitrate market has seen the same increases we are experiencing. According to reports, the calcium nitrate market is expected to grow annually, on average, 5.3% per year through 2025.⁴



The attached proposed pricing tables include all of the services and equipment that were originally required as part of this contract and the terms and conditions of the original bid shall apply.

Thanks again for your business. We look forward to serving Manatee County for another year. If you have any questions or comments, please call me at (941) 320-5828 or email me at david.morano@evoqua.com.

Sincerely,

Evoqua Water Technologies LLC

David L Morano

David Morano
Sales Support Manager

-
1. Bureau of Labor Statistics. (2019). *Total compensation for Private industry workers in Service-providing industries, 12-month percent change*, Data extracted on: March 14, 2019, Retrieved from <http://data.bls.gov>.
 2. Bureau of Labor Statistics. (2019). *PPI industry data for General freight trucking, 2018-2019, Series ID: PCU4841—4841-*. Data extracted on: March 14, 2019, Retrieved from <http://data.bls.gov>.
 3. Bureau of Labor Statistics. (2019). *PPI industry data for Other basic inorganic chemical manufacturing, 2018-2019, Series ID: PCU32518-32518-*. Data extracted on: March 14, 2019, Retrieved from <http://data.bls.gov>.
 4. Global Market Insights. (2018) *Calcium Nitrate Market size was more than USD 8.5 billion in 2017 and will witness 5.3% CAGR during the forecast timespan*. Site visited: February 25, 2019. Retrieved from <https://www.gminsights.com/industry-analysis/Calcium-nitrate-market>.

Table 1 – New Vapor Phase Systems (Installed July 1, 2018 or later)

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$137	\$740	NA	NA
2	0-75	\$694	\$881	NA	NA
3	0-140	\$978	\$1,460	\$1,728	\$2,496
4	0-280	\$1,119	\$1,599	\$2,496	\$4,003
5	0-600	\$1,667	\$2,262	\$3,800	\$4,549
6	0-850	\$2,423	\$3,224	\$4,151	\$4,968
7	0-1150	\$2,664	\$3,541	\$4,398	\$5,479
8	0-1500	\$3,047	\$4,003	\$4,968	\$6,079
9	0-2000	\$3,359	\$4,207	\$5,961	\$6,965
10	0-3000	\$3,998	\$4,768	\$6,965	\$8,338
11	0-4000	\$4,460	\$5,479	\$8,338	\$11,781
12	0-5000	\$4,925	\$5,615	\$9,129	\$14,533
13	0-8000	\$7,629	\$8,568	\$11,673	\$16,014
14	0-12000	\$11,051	\$11,781	\$14,533	\$20,068
15	0-15000	\$12,007	\$13,137	\$22,703	NA
16	0-18000	\$14,828	\$15,520	\$24,136	NA

Notes:

1. A mobilization fee of 2 times the monthly fee shall apply for all units. A de-mobilization fee of 2 times the monthly fee shall apply for all units removed prior to 36 months.
2. If a chemical scrubber is required, all chemicals used by the scrubber will be charged in addition to the monthly BOO/Rental.

Table 2 – Existing Vapor Phase Systems (Installed before July 1, 2018)

ITEM	DESIGN AIR FLOW (cfm)	AVERAGE DESIGN H ₂ S CONCENTRATION (ppmv)			
		A. <10	B. 10-150	C. 150-300	D. 300-500
1	Natural Draft	\$128	\$309	NA	NA
2	0-75	\$521	\$713	NA	NA
3	0-140	\$906	\$1,328	\$1,467	\$2,039
4	0-280	\$1,009	\$1,467	\$2,039	\$2,987
5	0-600	\$1,545	\$2,039	\$2,987	\$3,373
6	0-850	\$2,266	\$2,987	\$3,193	\$3,862
7	0-1150	\$2,678	\$3,193	\$3,373	\$4,377
8	0-1500	\$2,935	\$3,373	\$3,862	\$4,841
9	0-2000	\$3,141	\$3,862	\$4,377	\$5,201
10	0-3000	\$3,605	\$4,377	\$4,841	\$7,725
11	0-4000	\$4,094	\$4,841	\$5,201	\$10,815
12	0-5000	\$4,480	\$5,201	\$7,725	\$11,845
13	0-8000	\$7,004	\$7,725	\$10,815	\$14,378
14	0-12000	\$10,145	\$10,815	\$11,845	\$21,630
15	0-15000	\$11,124	\$11,845	\$14,378	NA
16	0-18000	\$13,369	\$14,378	\$21,630	NA

Notes:

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

Biological/Chemical Products

Biological and chemical products are provided on a unit price basis. All product prices in this section include delivery, application equipment, maintenance, technical evaluation support/service, and technology licenses.

Table 3 – Biological/Chemical Products

ITEM #	DESCRIPTION	PRICE
1	Bioxide	\$2.39/gallon
2	Bioxide Plus 71	\$3.55/gallon
3	Bioxide AE	\$2.77/gallon
4	Odophos	\$0.78/gallon
5	Odophos Plus	\$1.44/gallon
6	Ferric Sulfate (9%)	\$1.47/gallon
7	PRI-SC Odophos	\$0.90/gallon
8	PRI-SC Odophos Plus	\$1.73/gallon
9	PRI-SC Ferric Sulfate (9%)	\$1.77/gallon
10	50% Hydrogen Peroxide	\$0.45/pound
11	PRI-SC Peroxide	\$0.52/pound
12	VX 456 (Bulk Tanker)	\$1.23/pound
13	VX 456 (Tote)	\$1.56/pound
14	Aktivox (Bulk Tanker)	\$0.92/pound
15	Aktivox (Tote)	\$1.25/pound
16	Textone L	\$0.92/pound
17	AQuit	\$16.99/pound
18	Alkagen AQ (formerly "Alk AQuit 25")	\$1.50/gallon
19	Sodium Hydroxide 25%	\$2.42/gallon
20	Sodium Hydroxide 50%	\$5.23/gallon
21	Sodium Hypochlorite	\$2.31/gallon

**AMENDMENT NO. 1 TO AGREEMENT NO. 18-TA002693AJ
FOR CORROSION AND ODOR CONTROL SERVICES**

This Amendment No. 1 to Agreement No. 18-TA002693AJ (hereinafter Amendment) is made as of this 23rd day of April, 2019 (hereinafter Effective Date) between Manatee County, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and Evoqua Water Technologies, LLC., a Florida limited liability company, whose address is 4711 Oak Fair Blvd, Tampa, FL 33610, (hereinafter Consultant).

WHEREAS, Section 2-26-46 of the County's Procurement Code permits the County to amend agreements after execution; and

WHEREAS, on May 22, 2018 the County entered into an Agreement with Consultant for Corrosion and Odor Control Services (Initial Agreement); and

WHEREAS, the Agreement annual not-to-exceed total cost of Two Million Dollars (\$2,000,000.00) as shown in Article 3 of the Initial Agreement must be amended to increase the approved funding by One Million Dollars (\$1,000,000) to cover the costs of services rendered in the initial term of the Agreement; and

WHEREAS, the Agreement annual not-to-exceed total cost of Two Million Dollars (\$2,000,000.00) for the initial Agreement will be amended to increase the approved funding by Five Hundred Thousand Dollars (\$500,000) to be reallocated from the Agreement with Premier Magnesia, LLC, to cover the cost of services rendered in the initial Agreement and to increase the approved funding by an additional Five Hundred Thousand Dollars (\$500,000) to cover the cost of services rendered in the initial Agreement; and

WHEREAS, Consultant agrees to continue to provide the Corrosion and Odor Control Services to the County for a one-year renewal period 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 agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. Article 3, Item A, shall be deleted in its entirety and replaced with the following:

ARTICLE 3. COMPENSATION

The total amount due by COUNTY for the services identified in Exhibit A, shall not exceed a total cost of Three Million Dollars (\$3,000,000) as detailed in Exhibit B. Compensation will be made to CONSULTANT upon acceptable performance of services rendered and/or to reimburse for authorized and documented expenses incurred in providing services during the initial term of the Agreement identified in Exhibit A.

3. The Agreement Term shall be renewed for the period of one year through May 21, 2020 for a not-to-exceed annual amount of \$2,500,000.00.
4. 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 Initial Agreement shall constitute the terms and conditions of this Agreement. A true and correct copy of the Initial Agreement is hereby incorporated by this reference.

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

EVOQUA WATER TECHNOLOGIES, LLC

Company _____

By: _____

Printed Name: Jennifer R. Miller

Date: 04/15/2019

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

By: _____

Printed Name: Theresa Webb, M.A., CPPO,
CPPB, CPSM, C.P.M.

Title: Procurement Official

Date: 4/23/2019



June 1, 2018

Melisa Vergara
Orange County Purchasing
400 E. South Street
Orlando, FL 32801
Email: melisa.vergara@ocfl.net

RE: PIGGYBACK MANATEE COUNTY, FLORIDA ODOR AND CORROSION CONTROL SERVICES CONTRACT AGREEMENT

Dear Ms. Vergara:

First, let me thank you again for your continued interest in Evoqua Water Technologies and for your confidence in our ability to solve your hydrogen sulfide odor and corrosion control needs.

Per our discussions, Evoqua Water Technologies was awarded a five-year contract with Manatee County, Florida on May 22, 2018 for Odor and Corrosion Control Services and we are pleased to offer Orange County the option to utilize this contract for your wastewater odor and corrosion control program.

I have attached copies of the Manatee County Odor Control Agreement No. 18-TA0022693AJ for the Agreement for Odor and Corrosion Control Services for your reference.

Under the Manatee County contract agreement, the pricing for the products and services you are currently using are as follows and are listed under Exhibit B, Fees.

Bioxide: B.03 Chemical/Biological Products Contract Item #1, \$2.35 per gallon
Orange Wood Biofilter Polishing System: B.05/Contract Item 8A, \$2,850.00 per month
Orange Ave Biofilter Polishing System: B.05/Contract Item 8A, \$2,850.00 per month
Presidents Dr Biofilter Polishing System: B.05/Contract Item 9A, \$3,050.00 per month
Berry Dease Whisper Biofilter System: B.05/Contract Item 6B, \$2,900.00 per month

All terms per the existing Manatee County, FL contract shall apply. The above prices do not include any applicable taxes.

The first year of the contract pricing is in effect from May 22, 2018 through May 21, 2019

Thank you again for the opportunity to be of service. We look forward to continuing to serve Orange County in the years to come. If you have any questions regarding this information or if I can be of assistance in any way, please do not hesitate to call me at (352) 804-5706.

Sincerely,

Evoqua Water Technologies LLC

David McCalla

David McCalla
Sales Representative



AGREEMENT No. 18-TA002693AJ

CORROSION AND ODOR CONTROL SERVICES

between

**MANATEE COUNTY
(COUNTY)**

and

**EVOQUA WATER TECHNOLOGIES
(CONSULTANT)**

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

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

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

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

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

ARTICLE 1. SCOPE OF SERVICES

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

COUNTY reserves the right to request additional services if needed.

ARTICLE 2. EXHIBITS INCORPORATED

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

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

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

in the Exhibit specifically states that it shall prevail.

ARTICLE 3. COMPENSATION

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

ARTICLE 4. AGREEMENT TERM

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

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

ARTICLE 5. INVOICES AND TIME OF PAYMENT

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

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

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

ARTICLE 6. TERMINATION OF AGREEMENT:

A. TERMINATION FOR DEFAULT:

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

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

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

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

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

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

B. TERMINATION FOR CONVENIENCE:

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

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

ARTICLE 7: TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. RESPONSIBILITIES OF COUNTY

COUNTY shall:

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

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

ARTICLE 10. RESPONSIBILITIES OF CONSULTANT

CONSULTANT shall:

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

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

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

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

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

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

ARTICLE 13. PUBLIC RECORDS

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

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

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 16. INSURANCE

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

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

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

ARTICLE 17. LITIGATION SERVICES

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

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

ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. NON-DISCRIMINATION

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

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

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTS

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

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

ARTICLE 22. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND

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

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

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

ARTICLE 24. KEY PERSONNEL

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

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

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

ARTICLE 25. SUB-CONSULTANTS

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

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

ARTICLE 26. NOTICES

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

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

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

ARTICLE 27. PROFESSIONAL LIABILITY

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

ARTICLE 28 RELATIONSHIP OF PARTIES

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

ARTICLE 29. NO CONFLICT

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

ARTICLE 30. ETHICAL CONSIDERATIONS

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

ARTICLE 31. PUBLIC ENTITY CRIMES

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

ARTICLE 32. SEVERABILITY

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

ARTICLE 33. HEADINGS, CONSTRUCTION

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

ARTICLE 34. TAXES

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

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

ARTICLE 35. FORCE MAJEURE

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

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

ARTICLE 36. LEGAL REFERENCES

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

ARTICLE 37. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 38. ATTORNEY FEES

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

ARTICLE 39. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 40. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. TIME

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

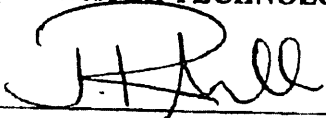
ARTICLE 43. AUTHORITY TO EXECUTE

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

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


EVOQUA WATER TECHNOLOGIES

By: 

Jennifer R. Miller, V.P. & G.M.
Print Name & Title of Above Signer

Date: 5/10/18

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

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

Date: May 22, 2018

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

A.01 SCOPE

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

A.02 GENERAL REQUIREMENTS: OPTION 1: CALCIUM NITRATE

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

Table 1

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

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

- H. Contractor shall be responsible for obtaining all County required construction permits, drawings and schematics necessary for the installation of the storage and delivery system. All plans and schematics provided by Contractor shall be stamped by a licensed engineer registered in the State of Florida.
- I. Contractor shall provide gas phase hydrogen sulfide monitoring for key corrosion and odor control points. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H₂S baseline levels are no longer available.
- J. Contractor shall provide service at intervals not to exceed fifteen (15) calendar days for any site and scheduled service visits shall include, at a minimum, the following:
 - i. Control point gas phase hydrogen sulfide (H₂S) emissions
 - ii. Control point temperature measurement
 - iii. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations
 - iv. Chemical feed rate adjustment (if necessary)
- K. Contractor shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Manatee County Utilities Department. The County shall have final approval of ongoing corrosion/odor control planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.
- L. Contractor shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within thirty (30) days after contract award.
- M. Contractor shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least thirty (30) days prior to each workshop as agreed to by the County.
- N. Contractor shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by federal or State Governments.
- O. Contractor shall be fully responsible for the control of the environment of the work site during on-site operations. All precautions shall be taken by the Contractor to protect the workers, public and County staff, from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- P. Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.

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

A.03 TECHNICAL REQUIREMENTS CALCIUM NITRATE

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

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Exhibit B

Fees

B.01 Calcium Nitrate FEES

OPTION 1: CALCIUM NITRATE

Fees for the chemicals listed as follows:

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

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

\$120,000 per month

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

B.02 Storage Rental Fees

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

Provide Fees for the proposed services as follows:

Description	Unit of Measure	Unit Cost
Rental Fee for Storage and Dosing Equipment	Month	\$710 Single Wa11 ² \$971.00 Double Wa1 ²
Rental Fee for Vapor Phase Treatment (CaN03 only)	Month	See Attached ³
On-going Equipment Maintenance Services	Month	Included

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B.03 CHEMICAL /BIOLOGICAL PRODUCTS

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

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

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B.04 New Vapor Phase Systems

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

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

New Vapor Phase Systems Monthly Cost

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

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B.05 Existing Vapor Phase Systems

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

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

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

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

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B.06 Internet access to Data

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

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

The monthly fee includes Internet access to data.

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

B.07 Hourly Fee Schedule

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

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

Fee Rate by Discipline:

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

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EXHIBIT "C"

AFFIDAVIT OF NO CONFLICT

AGREEMENT No. 18-TA002693AJ

STATE OF FLORIDA

COUNTY OF Manatee

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

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

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

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

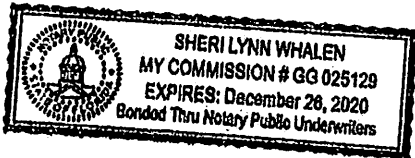
Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 18-TA002693AJ for Corrosion and Odor Control Services.

DATED this 10 day of May, 18.

J. Miller
Signature

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

Sheri Lynn Whalen
Notary Public, State of Florida at Large



Commission No. GG 025129

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

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

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

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

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

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

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

BOND REQUIREMENTS

<p>18. <input type="checkbox"/> Bid Bond</p>	<p>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.</p> <p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>
<p>19. <input type="checkbox"/> Payment and Performance Bond</p>	<p>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.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>

Approved by Risk: *Gilda R. Reading* Date: 05/01/2018

INSURANCE REQUIREMENTS

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation and Employers' Liability Coverages

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

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

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

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

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

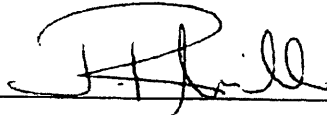
- V. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

INSURANCE STATEMENT

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

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

Signature
(Authorized
Official):



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

Insurance Agency: Willis Towers Watson

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

Return this signed statement with your bid or proposal.

RFP No.
18-TA002693AJ
Corrosion and Odor Control Services
(968-25)
March 8, 2018

Manatee County BCC
Procurement Division
1112 Manatee Avenue West Ste 803
Bradenton, FL 34205
purchasing@mymanatee.org



**ADVERTISEMENT
REQUEST FOR PROPOSALS
NO. 18-TA002693AJ
Corrosion and Odor Control Services**

Manatee County, a political subdivision of the State of Florida (hereinafter referred to as County) will receive proposals from individuals, corporations, partnerships, and other legal entities authorized to do business in the State of Florida (Proposers), to provide Corrosion and Odor Control Services, as specified in this Request for Proposals to include materials, equipment, and on-going maintenance services.

DATE, TIME AND PLACE DUE:

The Due Date and Time for submission of Proposals in response to this RFP is **March 29, 2018 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 prior to the Due Date and Time.

SOLICITATION INFORMATION CONFERENCE:

There is no Solicitation Information Conference scheduled for this Request for Proposals.

DEADLINE FOR QUESTIONS AND CLARIFICATION REQUESTS:

The deadline to submit all questions, inquiries, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Procurement Division is March 16, 2018. Questions and inquiries should be submitted via email to the Designated Procurement Contact shown below.

Important: A prohibition of lobbying is in place. Review Section A.12 carefully to avoid violation and possible sanctions.

**DESIGNATED PROCUREMENT CONTACT: Abigail Jenkins, Contract Negotiator
(941) phone, Fax (941) 749-3034
Email: abigail.jenkins@mymanatee.org
Manatee County Financial Management Department
Procurement Division**

AUTHORIZED FOR RELEASE: 

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Attachments

Attachment A	Acknowledgement of Addenda
Attachment B	Proposal Signature Form
Attachment C	Public Contracting and Environmental Crimes Certification
Attachment D	Insurance Requirements and Bonding
Attachment E	Sample Agreement
Attachment F	Lift Station Locations
Attachment G	Odor and Corrosion Control Program Report
Attachment H	Odor/Corrosion Control Schematics

**SECTION A
INSTRUCTIONS TO PROPOSERS**

In order to receive consideration, Proposers must meet the minimum qualification requirements and comply with the following instructions. Proposals will be accepted from a single business entity, joint venture, partnership or corporation.

A.01 PROPOSAL DUE DATE

The Due Date and Time for submission of Proposals in response to this Request for Proposals (RFP) is **March 29, 2018 at 3:00 P.M. ET**. Proposals must be delivered to the following location: Manatee County Administration Building, 1112 Manatee Ave. W., Suite 803, Bradenton, FL 34205 and be time stamped by a Procurement representative prior to the Due Date and Time. Proposals will be opened immediately following the Due Date and Time at the Manatee County Administration Building, Suite 803. Interested parties are invited to attend the opening.

Proposal(s) received after the Due Date and Time will not be considered. It will be the sole responsibility of the Proposer to deliver its proposal to the Manatee County Procurement Division for receipt on or before the Due Date and Time. If a proposal is sent by U.S. Mail, courier or other delivery services, the Proposer will be responsible for its timely delivery to the Procurement Division. Proposals delayed in delivery will not be considered, will not be opened at the public opening, and arrangements will be made for their return at the Proposer's request and expense.

A.02 PUBLIC OPENING OF PROPOSALS

Sealed proposals will be publicly opened at Manatee County Administration Procurement Division, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205, in the presence of County officials immediately upon expiration of the Due Date and Time. Proposers or their representatives may attend the proposal opening.

Manatee County will make public at the opening the names of the business entities which submitted a proposal and city and state in which they reside. No review or analysis of the proposals will be conducted at the proposal opening.

A.03 SUBMISSION OF PROPOSALS

The contents of the proposal sealed package must include:

- One (1) bound original clearly identifying Proposer and marked "ORIGINAL".
- Four bound copies clearly identifying Proposer and marked "COPY" with all required information and identical to the original.
- Two (2) electronic format copies clearly identifying Proposer.

Electronic format copies should be submitted on separate Universal Serial Bus (USB) portable flash memory drives or compact disc (CD) in Microsoft Office[®] or Adobe Acrobat[®] portable document format (PDF) in one continuous file. Do not password protect or otherwise encrypt electronic proposal copies. Electronic copies must contain an identical proposal to the original.

Submit the proposal package in a sealed container with the following information clearly marked on the outside of the package: RFP No. TA002693AJ, Corrosion and Odor Control Services,

Proposer's name, and Proposer's address. Proposals must be received by the Manatee County Procurement Division prior to the Due Date and Time at the following address:

Manatee County
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.04 ORGANIZATION OF PROPOSALS

Proposals must be organized and arranged with tabs in the same order as listed in the subsections within Section C identifying the response to each specific item.

Proposals must clearly indicate the legal name, address and telephone number of the Proposer. Proposals must be signed by an individual authorized to make representations for the Proposer.

A.05 DISTRIBUTION OF SOLICITATION DOCUMENTS

All documents issued pursuant to this RFP are distributed electronically and available for download at no charge at www.mymanatee.org > *Bids and Proposals*. This link is located on the left side of the County website home page. Documents may be viewed and downloaded for printing using Adobe Reader® software.

At its sole discretion, the County may utilize a third-party provider, such as DemandStar by Onvia⁴ (DemandStar) to distribute proposals. Visit the DemandStar website at www.Demandstar.com for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Additionally, the RFP and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205. Call (941) 749-3014 to schedule an appointment. Documents are available between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, with the exception of County holidays.

As a courtesy, Manatee County notifies the Manatee County Chamber of Commerce and the Manatee County Black Chamber of Commerce of all active solicitations, who then distributes the information to its members.

A.06 ADDENDA

Any interpretations, corrections or changes to this RFP will be made by addenda. Addenda will be posted on the Procurement Division's web page of the County website at <http://www.mymanatee.org/purchasing> > *Bids and Proposals*. For those solicitations that are advertised on DemandStar, addenda will also be posted on the DemandStar distribution system on the 'Planholders' link.

All addenda are a part of the RFP and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued. Failure of any Proposer to acknowledge an issued addendum in its Proposal will not relieve the Proposer from any obligation contained therein.

A.07 PROPOSAL EXPENSES

All costs incurred by Proposer in responding to this RFP and to participate in any interviews/presentations/demonstrations, including travel, will be the sole responsibility of the Proposer.

A.08 QUESTION AND CLARIFICATION PERIOD

Each Proposer shall examine all RFP documents and will judge all matters relating to the adequacy and accuracy of such documents. Any questions or requests concerning interpretation, modification, clarification or additional information pertaining to this RFP shall be made in writing via email to the Manatee County Procurement Division to the Designated Procurement Contact or to purchasing@mymanatee.org. All questions received and responses given will be provided to potential proposers via an addendum to this RFP

If the Proposer requests modifications to the RFP documents, the Proposer must provide detailed justification for each modification requested. The County will determine what changes will be acceptable to the County and changes approved by the County will be issued in a written addendum

Manatee County will not be responsible for oral interpretations given by other sources including County staff, representative, or others. The issuance of a written addendum by the Procurement Division is the only official method whereby interpretation, clarification or additional information will be given.

A.09 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this RFP. Such Proposer will be disqualified from consideration for this RFP and may be disqualified from submitting a response on future solicitation opportunities with the County.

A.10 WITHDRAWAL OR REVISION OF PROPOSALS

Proposers may withdraw proposals under the following circumstances:

- a. If Proposer discovers a mistake(s) prior to the Due Date and Time. Proposer may withdraw its proposal by submitting a written notice to the Procurement Division. The notice must be received in the Procurement Division prior to the Due Date and Time for receiving proposals. A copy of the request shall be retained and the unopened proposal returned to the Proposer; or
- b. After the proposals are opened but before a contract is signed, Proposer alleges a material mistake of fact if:
 - 1. The mistake is clearly evident in the solicitation document; or
 - 2. Proposer submits evidence which clearly and convincingly demonstrates that a mistake was made in the proposal. Request to withdraw a proposal must be in writing and approved by the Procurement Official.

A.11 JOINT VENTURES

Proposers intending to submit a proposal as a joint venture with another entity are required to have filed proper documents with the Florida Department of Business and Professional Regulation and all other State or local licensing agencies as required by Florida Statute Section 489.119, prior to the Due Date and Time.

A.12 LOBBYING

After the issuance of any solicitation or during renegotiations, prospective Proposers, or their agents, representatives or persons acting on behalf of such Proposer, shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent or employee of Manatee County other than the Procurement Official or designee. This prohibition includes copying such persons on written communication, including email correspondence. This requirement begins at the time of advertisement of the RFP and ends upon final execution of the contract or at the time the solicitation is cancelled or the renegotiation efforts are terminated. The prohibition does not apply to presentations made to the evaluation committee or at a County Commission meeting where the Commission is considering approval of a proposed contract. Violators of this prohibition will be subject to sanctions as provided in the Manatee County Code of Ordinances Section 2-26-31 and 2-26-32. Sanctions may include (a) written warning; (b) termination of contracts; and (c) debarment or suspension.

A.13 EXAMINATION OF PROPOSALS

The examination and evaluation of the proposals submitted in response to this solicitation generally requires a period of not less than ninety (90) calendar days from the Due Date and Time.

A.14 ERRORS OR OMISSIONS

Once a proposal is opened, the County will not accept any request by Proposer to correct errors or omissions in the proposal other than as identified in paragraph A.10.

A.15 DETERMINATION OF RESPONSIBLENESS AND RESPONSIVENESS

The County will conduct a due diligence review of all proposals received to determine if the Proposer is responsible and responsive.

To be responsive a Proposer must submit a proposal that conforms in all material respects to the requirements of this RFP and contains all the information, fully completed attachments and forms, and other documentation required. Proposals that are deemed non-responsive will not be considered or evaluated.

To be responsible, a Proposer must meet the minimum qualification requirements and have the capability to perform the Scope of Services contained in this RFP. Proposals submitted by Proposers that are deemed non-responsible will not be considered or evaluated.

A.16 RESERVED RIGHTS

The County reserves the right to accept or reject any and all proposals, to waive irregularities and technicalities, to request additional information and documentation, and to cancel this solicitation at any time prior to execution of the contract. In the event only one proposal is received, the County reserves the right to negotiate with the Proposer. The County reserves the

right to award the contract to a responsive and responsible Proposer which in its sole determination is the best value and in the best interests of the County.

The County reserves the right to conduct an investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Upon request by the County, Proposer shall provide all such information to the County. Additional information may include, but will not be limited to, current financial statements prepared in accordance with generally accepted accounting practices and certified by an independent CPA or official of Proposer; verification of availability of equipment and personnel; and past performance records.

A.17 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting contract. This solicitation process will be conducted in accordance with Manatee County Code of Ordinances, Chapter 2-26.

A.18 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Cert. No. 59-78-0089K; Florida Sales Tax Exempt Cert. No. 85-8012622206C-6). Therefore, the Proposer is prohibited from delineating a separate line item in its proposal for any sales or service taxes.

The Successful Proposer will be responsible for the payment of taxes of any kind, including but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and/or materials furnished under the award in accordance with all applicable laws and regulations.

A.19 SCRUTINIZED COMPANIES

Pursuant to Florida Statute Section 287.135, as of July 1, 2012, a company that, at the time of submitting a response for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, is ineligible for, and may not submit a response for or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

A.20 COLLUSION

Proposer certifies that its Proposal is made without prior understanding, agreement, or connection with any other corporation, firm or person submitting a Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal of Proposer from participation in future County solicitations for a specified period.

The County reserves the right to disqualify a Proposer during any phase of the solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud on the part of the Proposer.

A.21 CODE OF ETHICS

With respect to this proposal, if any Proposer violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Code and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part II, Code of Ethics for Public Officers and Employees, such Proposer will be disqualified from eligibility to perform the work described in this RFP, and may also be disqualified from submitting any future bids or proposals to supply goods or services to Manatee County.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

In addition, Manatee County Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, Manatee County Code of Laws requires all persons or entities desiring to contract with Manatee County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with Manatee County. Proposer must complete Attachment "C" and submit with its Proposal.

A.23 AMERICANS WITH DISABILITIES

Manatee County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of County's functions including one's access to participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an information conference or proposal opening should contact the person named on the cover page of this document at least twenty-four (24) hours in advance of either activity.

A.24 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, Manatee County hereby notifies all Proposers that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of award.

A.25 MINORITY AND/OR DISADVANTAGED BUSINESS ENTERPRISE

The State of Florida Office of Supplier Diversity provides the certification process and maintains the database of certified MBE/DBE firms. Additional information may be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

A.26 DISCLOSURE

Upon receipt, all inquiries and responses to inquiries related to this Request for Proposal become "Public Records", and shall be subject to public disclosure consistent with Florida Statute, Chapter 119.

Proposals become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the proposals shall be conducted at the public opening.

If County rejects all proposals and concurrently notices its intent to reissue the solicitation, the rejected proposals are exempt from public disclosure until such time the County provides notice of an intended decision concerning the reissued solicitation or until County withdraws the reissued solicitation. A proposal is not exempt for longer than twelve (12) months after the initial notice of rejection of all proposals.

Pursuant to Florida Statute 119.0701, to the extent Successful Proposer is performing services on behalf of County, Successful Proposer must:

- a. Keep and maintain public records required by public agency to perform the service. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Manatee County public record policies. Proposer agrees, prior to providing goods/services, it will implement policies and procedures, which are subject to approval by County, to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies including but not limited to Section 119.0701, Florida Statutes.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Successful Proposer does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the Successful Proposer transfers all public records to County upon completion of the contract, the Successful Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Successful Proposer keeps and maintains public records upon completion of the contract, the Successful Proposer 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 THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING CONTRACT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER, 1112 MANATEE AVENUE WEST, BRADENTON, FL 34205.

A.27 TRADE SECRETS

Manatee County is subject to Chapter 119, Florida Statutes. Therefore, all documents, materials, and data submitted as part of a Proposal in response to a Request for Proposal are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes.

Except for materials that are 'trade secrets' as defined by Chapter 812, Florida Statutes, ownership of all documents, materials and data submitted as part of a Proposal in response to the Request for Proposal shall belong exclusively to County.

To the extent that Proposer desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be segregated from the portions of the Proposal that are not declared as trade secret. In addition, Proposer shall cite, for each trade secret claimed, the Florida Statute number which supports the designation. Further, Proposer shall offer a brief written explanation as to why the cited Statute is applicable to the information claimed as trade secret. Additionally, Proposer shall provide a hard copy of its Proposal that redacts all information designated as trade secret.

In conjunction with trade secret designation, Proposer acknowledges and agrees that:

1. Trade secret requests made after the opening will not be considered. However, County reserves the right to clarify the Proposers request for trade secret at any time; and
2. County and its officials, employees, agents, and representatives are hereby granted full rights to access, view, consider, and discuss the information designated as trade secret throughout the evaluation process and until final execution of any awarded purchase order or contract; and
3. That after notice from County that a public records request has been made pursuant to Proposer's proposal, the Proposer at its sole expense, shall be responsible for defending its determination that submitted material is a trade secret and is not subject to disclosure. Action by Proposer in response to notice from the County shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer will be deemed to have waived the trade secret designation of the materials.

Notwithstanding any other provision in this solicitation, designation of the entire proposal as 'trade secret', 'proprietary', or 'confidential' is not permitted and may result in a determination that the Proposal is non-responsive.

A.28 CONFIDENTIALITY OF SECURITY RELATED RECORDS

- a. Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):
 - i. A Security System Plan or portion thereof for any property owned by or leased to County or any privately owned or leased property held by County.
 - ii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by County.
 - iii. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to County.
- b. Successful Proposer agrees that, as provided by Florida Statute, it shall not, as a result of a public records request, or for other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Successful Proposer receives a request for such records, it shall immediately contact the County's designated Contract administrator who shall coordinate County's response to the request.

A.29 E-VERIFY

Prior to the employment of any person under this contract, the Successful Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the Successful Proposer to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the Successful Proposer to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

Only those individuals determined eligible to work in the United States shall be employed under this contract.

By submission of a proposal in response to this RFP, the successful Proposer commits that all employees and subcontractors will undergo e-verification before placement on this contract.

The successful Proposer shall maintain sole responsibility for the actions of its employees and subcontractors. For the life of the contract, all employees and new employees brought in after contract award shall be verified under the same requirement stated above.

A.30 LICENSES AND PERMITS

The successful Proposer shall be solely responsible for obtaining all necessary license and permit fees, including, but not limited to, all license fees, permit fees, impact fees, or inspection fees, and responsible for the costs of such fees. Successful Proposer is solely responsible for ensuring all work complies with all Federal, State, local, and Manatee County ordinances, orders, codes, laws, rules, regulations, directives, and guidelines.

A.31 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the County with a function or activity involving the use or disclosure of “individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;
- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the County any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Proposer and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making PHI available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the County for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The selected Proposer must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

A.32 BINDING OFFER

Proposals will remain valid for a period of 120 days following the Due Date and Time and will be considered a binding offer to perform the required services and/or provide the required goods. The submission of a Proposal will be taken as prima facie evidence that the Proposer has familiarized itself with the contents of this Solicitation

A.33 PROTEST

Any actual bidder, proposer, or contractor who is aggrieved in connection with the notice of intent to award of a contract with a value greater than \$250,000 where such grievance is asserted to be the result of a violation of the requirements of the Manatee County Procurement Code or any applicable provision of law by the officers, agents, or employees of the County, may file a protest to the Procurement Official.

Protest must be in writing and delivered via email at purchasing@mymanatee.org or by hand delivery to the Procurement Division at 1112 Manatee Avenue West, Suite 803, Bradenton, FL

34205 by 5:00 p.m. on the fifth business day following the date of posting of the Notice of Intent to Award on the County website. There is no stay of the procurement process during a protest. The Procurement Official shall have the authority to settle and resolve a protest concerning the intended award of a contract.

For additional information regarding the County protest process, visit the Procurement Division webpage on the County website.

A.34 SOLICITATION SCHEDULE

The following schedule has been established for this Solicitation process. Refer to the County’s website (www.mymanatee.org > Online Services > *Bids & Proposals*) for meeting locations and updated information pertaining to any revisions to this schedule.

Scheduled Item	Scheduled Date
There is no Solicitation Information Conference scheduled for this solicitation	
Question and Clarification Deadline	March 16, 2018
Final Addendum Posted	March 20, 2018
Proposal Response Due Date and Time	March 29, 2018, no later than 3:00 p.m.
Technical Evaluation Meeting	April 11, 2018
Interviews/Presentations/Demonstrations (if conducted)	April 19, 2018
Final Evaluation Meeting	April 23, 2018
Projected Award	May 2018

END SECTION A

SECTION B SCOPE OF SERVICES

B.01 BACKGROUND INFORMATION

Manatee County (County) is requesting proposals from qualified firms (Proposers) for the provision of corrosion and odor control services for the Utilities Department for the County wastewater collections and treatment system. The goal of the resulting agreement for services between the County and the successful Proposer (Contract) is to minimize corrosion effects on wastewater infrastructure and to address nuisance odor issues in the wastewater collection and treatment system. Proposer's may submit on Option 1, Option 2 or both Options as described further in this Scope of Services.

The Utilities Department wastewater collection system is separated into three service areas, each with its own collection system and water reclamation facility (WRF): North, Southeast, and Southwest. The County owns and maintains approximately 382 miles of force mains, 1164 miles of gravity mains, and 643 lift stations. In addition to County-owned infrastructure, the collection system also consists of approximately 65 miles of force mains, 284 miles of gravity mains, and 200 lift stations that are privately owned and maintained. The County also operates and maintains a biosolids thermal dryer at the Southeast WRF (see Attachment F, Lift Station Locations).

On an annual average basis, the County treats approximately 22.4 mgd of wastewater at its three water reclamation facilities (3.8 mgd at the North WRF, 6.3 mgd at the Southeast WRF, and 12.3 mgd at the Southwest WRF), and approximately 20,000 wet tons of biosolids at its thermal drying facility. Service calls vary from month-to-month depending upon requirements. During the time period of March 2017 through August 2017, there were approximately ten service requests during regular business hours and one emergency request.

More detailed information on the County's collection system, including location of collection system infrastructure that includes lift stations, gravity mains, and force mains, as well as pipe lengths and diameters, can be found on the public geographic information system (GIS) located at the County's website at www.MyManatee.org. Attachment F provides additional information for each lift station, including physical address and pump capacity.

Schematics showing the current treatment locations for the North, Southeast, and Southwest Service Areas are provided in Attachment H.

A site visit to the odorous or supplemental lift stations can be arranged by contacting the Procurement Department by phone at 941-748-3042 or via email at purchasing@mymanatee.org.

B.02 SCOPE

The successful Proposer shall furnish the necessary personnel, materials, chemicals, services, permits and licenses, methodology, supplies, and equipment necessary to provide services for the control of corrosion and odor utilizing the requirements and specifications for Option 1: Calcium Nitrate and/or Option 2: Magnesium Hydroxide, and as applicable to Option 1 for calcium nitrate chemicals, shall provide vapor phase treatment for nuisance odor issues. Current treatment locations and dosage amounts are identified in Attachment F. At the County's discretion, the use

of the successful Proposer's services may be expanded to other locations and service areas during the term of the Contract as the County continues its treatment strategy evaluation.

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B.03 GENERAL REQUIREMENTS: OPTION 1: CALCIUM NITRATE

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

Table 1

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

- B. Successful Proposer shall provide all new storage and dosing equipment at the beginning of the Contract term and replacement, of equipment, as applicable, throughout the Contract term.
- C. All storage and dosing equipment provided by Successful Proposer shall be compatible with the material being stored and pumped
- D. All storage and dosing equipment provided by Successful Proposer shall meet all Manatee County, State of Florida, and Federal laws, rules and regulations.
- E. Successful Proposer shall provide double contained storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements.
- F. Upon request by the County, Successful Proposer shall provide tertiary containment at certain locations. NOTE: The County reserves the right to upgrade or increase the storage capacity or the type of control system at any site at any time during the term of Contract.
- G. Successful Proposer shall be responsible for installation and maintenance of the storage and delivery systems and all associated piping and appurtenances during the term of the Contract.
- H. Successful Proposer 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 successful Proposer shall be stamped by a licensed engineer registered in the State of Florida.
- I. Successful Proposer shall provide gas phase hydrogen sulfide monitoring for key corrosion and odor control points. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H2S baseline levels are no longer available.
- J. Successful Proposer shall provide service at intervals not exceed fifteen (15) calendar days for any site and scheduled service visits shall include, at a minimum, the following:

- i. Control point gas phase hydrogen sulfide (H₂S) emissions
 - ii. Control point pH measurement (magnesium hydroxide)
 - iii. Control point temperature measurement
 - iv. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations
 - v. Chemical feed rate adjustment (if necessary)
- K. Successful Proposers shall establish a monthly communication link with County personnel as determined by the Wastewater Division Manager of the Manatee County Utilities Department. The County shall have final approval of ongoing corrosion/odor control planning and adjustment process as wastewater collection/treatment systems expand and as evaluation of the systems by the County continues.
- L. Successful Proposers shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within thirty (30) days after contract award.
- M. Successful Proposers shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least thirty (30) days prior to each workshop as agreed to by the County.
- N. Successful Proposer shall be fully responsible for conforming to all requirements regarding handling, hauling, spill reporting and disposal of chemicals for the control services provided at each County work site in accordance with OSHA regulations and those that may be mandated by federal or State Governments.
- O. Successful Proposer 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 successful Proposer to protect the workers, public and County staff, from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- P. Successful Proposer shall be fully responsible for the operation of their vehicles and handling of all materials related to the corrosion and odor control services at all locations within the County.
- Q. Successful Proposers shall inform the County of its planned work schedule to include delivery of chemical products and shall afford the County reasonable opportunity to observe and inspect the successful Proposer's work in progress.
- R. Successful Proposer shall provide monthly reports to include complete system overview with total chemical usage and pH and gas phase hydrogen sulfide monitoring data for that month.
- S. Upon request by the County, successful Proposer shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements too include, but not limited to, protocols, training, system repairs,

adjustments, targeted goals and program oversight. Includes participation in meetings deemed necessary by the County to address corrosion/odor control program needs.

- T. Successful Proposer shall provide 24 hours per day, 7 days per week service and shall maintain adequate, service technicians, chemicals, equipment, and supplies to be on site to respond to odor problems, equipment problems, and emergency situations as follows: same-day onsite response to standard requests and four-hour onsite response to emergency requests.

B.04 TECHNICAL REQUIREMENTS OPTION 1 CALCIUM NITRATE

- A. Successful Proposers shall, based upon treatment and budgetary objectives established by the Utilities Department, and as directed by of the Utilities Department upon award of Contract, 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

{Remainder of page intentionally left blank}

B.05 GENERAL REQUIREMENTS: OPTION 2: MAGNESIUM HYDROXIDE

- A. Successful Proposer for Option 2: Magnesium Hydroxide based pH treatment strategy for application at specific locations within the County’s wastewater system as identified below in Table 1. These locations will focus on the larger lift stations and the long manifolded force mains within the collection system.

Table 1

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

- B. Successful Proposer shall provide all new, or like new, storage and dosing equipment at the beginning of the Contract term and replacement, of equipment, as applicable, throughout the Contract term. ‘Like new’ shall be defined as refurbished, clean, and electrically and mechanically operation. New and ‘like new’ equipment must have a guarantee period of a minimum of one year in which all parts and labor for repairs are covered 100% by successful Proposer.
- C. All storage and dosing equipment provided by Successful Proposer shall be compatible with the material being stored and pumped.
- D. All storage and dosing equipment provided by Successful Proposer shall meet all Manatee County, State of Florida, and Federal laws, rules and regulations.
- E. Successful Proposer shall provide storage tanks at all dosing locations that are 1000 gallon or greater size, based on the site and County requirements. NOTE: The County reserves the right to upgrade or increase the storage capacity or the type of control system at any site at any time during the term of Contract.
- F. Successful Proposer shall be responsible for installation and maintenance of the storage and delivery systems and all associated piping and appurtenances during the term of the Contract.
- G. Successful Proposer shall provide gas phase hydrogen sulfide monitoring for key corrosion and odor control points. Note: Due to the length of time treatment systems at most locations have been in place, pretreatment H2S baseline levels are no longer available.
- H. Successful Proposer shall provide service at intervals not exceed fifteen (15) calendar days for any site and scheduled service visits shall include, at a minimum, the following:
 - i. Control point gas phase hydrogen sulfide (H₂S) emissions
 - ii. Control point pH measurement (magnesium hydroxide)
 - iii. Control point temperature measurement

- iv. Scheduled preventative maintenance on storage tanks and dosing system as per manufacturer's recommendations
 - v. Chemical feed rate adjustment (if necessary)
-
- I. Successful Proposers 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.
 - J. Successful Proposers shall provide an organizational seminar regarding its services and introduce its staff members to the County representatives within thirty (30) days after contract award.
 - K. Successful Proposers shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in odor and corrosion control treatment, as well as safe handling techniques of chemical products. An agenda and detailed outline of topics for the workshop shall be provided to the County at least thirty (30) days prior to each workshop as agreed to by the County.
 - L. Successful Proposer 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.
 - M. Successful Proposer 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 successful Proposer 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.
 - N. Successful Proposer 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.
 - O. Successful Proposers shall inform the County of its planned work schedule to include delivery of chemical products and shall afford the County reasonable opportunity to observe and inspect the successful Proposer's work in progress.
 - P. Successful Proposer shall provide monthly reports to include complete system overview with total chemical usage and pH and gas phase hydrogen sulfide monitoring data for that month.
 - Q. Upon request by the County, successful Proposer shall provide the following services at no additional cost: Coordination and facilitation of meetings with County staff to update operational agreements too include, but not limited to, protocols, training, system repairs, adjustments, targeted goals and program oversight. Includes participation in meetings deemed necessary by the County to address corrosion/odor control program needs.

- R. Successful Proposer shall provide 24 hours per day, 7 days per week service and shall maintain adequate, service technicians, chemicals, equipment, and supplies to be on site to respond to odor problems, equipment problems, and emergency situations as follows: same-day onsite response to standard requests and four-hour onsite response to emergency requests.

B.06 TECHNICAL REQUIREMENTS OPTION 2: MAGNESIUM HYDROXIDE

- A. Successful Proposers shall, based upon treatment and budgetary objectives established by the Utilities Department, and as directed by the Utilities Department upon award of Contract, 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. Successful Proposer shall at a minimum meet the technical specifications identified in Table 2 shown below.

Table 2: Technical Specifications for Magnesium Hydroxide

	Typical	Maximum	Minimum
Slurry Basis:			
Mg(OH) ₂ contained lbs/gal	7.7	8.0	7.0
Dry Solids Basis:			
Mg(OH) ₂ , wt. %	98.8		98.5
CaO, wt. %	0.6	0.8	
SiO ₂ , wt. %	0.20	0.35	
Fe ₂ O ₃ , wt. %	0.10	0.21	
Median Particle Size, Micron	3.0	4.0	1.0
Specific Surface Area, m ² /g	10	20	9
Acres/Gallon	3.21	3.5	3.0
Lbs. Alkalinity/Gallon	13.0	14.0	11.0
Caustic Magnesia Activity/Sec*	250	350	
% Passing 325 Mesh Sieve	99.6	100	99.0
Timed Liquid/Solid Settrometer Test, Colloidal Suspension mL/48 hours	248.0	240.0	250.0
Stabilized Residual Test, Grams*	1.0	4.0	
Caustic Soda (NaOH) Equivalent	1 lb. Equivalent to 0.73 lbs Mg(OH) ₂		
Soda Ash (Na ₂ CO ₃) Equivalent	1 lb. Equivalent to 0.55 lbs Mg(OH) ₂		
Physical Properties:			
Density, lbs./gal.	12.8	13.1	12.2
Solids, Weight Percent	56	62	55
Viscosity, cps*	150	400	100

Certifications:

ISO 9001:2008 – ANSI/ISO/ASQ Q9001-2008 Certified Distribution, Sales, and Manufacture of periclase and technical grades of magnesium oxide and hydroxide products.

- C. Magnesium hydroxide slurry produced or derived from uncalcined brucite, uncalcined dolomite, dolime, brucitic marble, or any caustic-enhanced or lime/calcium carbonate-enhanced versions of the former are not acceptable.
- D. The magnesium hydroxide slurry must be produced and derived from highly reactive magnesium chloride brine that originates and is manufactured in the United States. The product quality shall be confirmed by a written analysis of all specifications listed and must include the International Standards Organization (ISO) certificate. Proof of origination shall require the successful Proposer to provide the written street address, city, state, zip code, contact name and contact telephone number at the manufacturing location address.

END OF SECTION B

**SECTION C
FORM OF PROPOSAL**

This section identifies specific information which must be contained within the proposal and the order in which such information should be organized. The information each proposer provides will be used to determine those proposers with the background, experience and capacity to perform the scope of services as stated in this RFP and which proposal best meets the overall needs of the County. For more information on the evaluation process, refer to Section D, Evaluation of Proposals.

C.01 INFORMATION TO BE SUBMITTED

The contents of each proposal will be organized and arranged with tabs in the same order as listed below and with the same TAB numbers. The Proposal should contain sufficient detail to permit the County to conduct a meaningful evaluation. However, overly elaborate responses are not requested or desired.

C.02 PROPOSAL FORMAT

A. TAB 1 - INTRODUCTION

Include the following in Tab 1 of the proposal.

1. A cover page that identifies Proposer, the RFP by title and the RFP number.
2. An introductory letter/statement that describe your proposal in summary form (limit 2 pages).
3. A table of contents.

B. TAB 2 – MINIMUM QUALIFICATION REQUIREMENTS

In Tab 2 submit the information and documentation requested that confirms Proposers meets the following minimum qualification requirement(s):

1. Must be registered with the State of Florida, Division of Corporations to do business in Florida.

No documentation is required. The County will verify registration.

2. The Proposer and/or its subcontractor(s) has provided contracted corrosion and odor control services for at least two governmental clients in the state of Florida since March 1, 2013 each of which had a minimum of 100 lift stations in their system.

Provide the following information for the two qualifying clients.

- a) Name of client
- b) Location (City/State)
- c) Client contact name
- d) Contact phone
- e) Contact email
- f) Contract dates (Start/End)
- g) Number of lift stations

3. Proposer Is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at the SBAFLA website at <http://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/PFIA/tabid/1478/ItemId/3354/Default.aspx>

No additional documentation is required. The County will verify.

4. Proposer has not been convicted of a public entity crime per Section 287.133, Florida Statutes or environmental law in the past five years.

Proposer must complete Attachment C and submit with its Proposal in TAB 3 attesting that it has not been convicted of a public entity crime or environmental law in the past five years.

5. If Proposer is submitting as a joint venture must file the required documents with the Florida Department of Business and Professional Regulation as required by Florida Statute Section 489.119, prior to the Due Date and Time.

If Proposer is a joint venture, provide a copy of Proposer's approved filing with the Florida Department of Business and Professional Regulation. If Proposer is not a joint venture, provide a statement to that effect.

6. Proposer has no reported conflict of interests in relation to this RFP.

Disclose the name of any officer, director or agent who is also an employee of the County. Disclose the name of any County employee who owns, directly or indirectly, any interest in the Proposer's firm or any of its branches. If no conflicts of interests are present, Proposer must submit a statement to that effect.

C. TAB 3 – FORMS

Provide the completed and executed Attachments shown below in Tab 3.

1. Proposal Signature Form (Attachment B).
2. Public Contracting and Environmental Crimes Certification (Attachment C).
3. Joint Venture Agreement, if applicable (refer to Section A.11).

D. TAB 4 - TRADE SECRETS

Pursuant to Section A.27, Trade Secrets; in Tab 4 identify any trade secret being claimed to include the following information for each:

1. A description of the trade secret claimed.
2. The proposal page number
3. Number(s) on which the trade secret is discussed.
4. The Florida Statute that supports Proposer's claim of 'trade secret'.
5. A brief rationale of why Proposer believes the item claimed as trade secret meets the statutory requirement cited.

E. TAB 5 - PROPOSER STATEMENT OF ORGANIZATION

In Tab 5, provide information and documentation on Proposer as follows:

1. Legal contracting name including any dba.
2. State of organization or incorporation.
3. Ownership structure of Proposer's company.
(e.g., Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation)
4. Federal Identification Number.
5. A fully completed (signed and dated) copy of Proposer's W-9.
6. Contact information for Proposer's corporate headquarters and local office (if different)
NOTE: local is defined as Manatee, DeSoto, Hardee, Hillsborough, Pinellas or Sarasota counties.
Address
City, State, Zip
Phone
Number of years at this location.
7. List of officers, owners and/or partners, or managers of the firm. Include names, addresses, email addresses, and phone numbers.
8. Contact information for Proposer's primary and secondary representatives during this RFP process to include the following information:
Name
Phone
E-mail
Mailing Address
City, State, Zip
9. Provide a brief summary regarding any **prior or pending litigation**, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the proposer, any of its partners, employees or subcontractors is or has been involved within the last three years.
10. Provide details of any ownership changes to Proposer's organization in the past three years or changes anticipated within six months of the Due Date and Time (e.g., mergers, acquisitions, changes in executive leadership).

F. TAB 6 – PROPOSER AND TEAM'S EXPERIENCE

In Tab 6 provide the following information regarding Proposer and its team's experience.

1. A summary of Proposer's background, size and years in business.
2. Proposer's years of experience in corrosion and odor control equipment, chemicals and/or services.
3. Describe Proposer's experience in corrosion and odor control equipment, chemicals and/or services for other government agencies, particularly those within Florida or other subtropical climate locations.
4. Identify and include information regarding experience and qualifications of Proposer's key staff to be assigned to the Project. Include a resume for each with the name of the firm(s) for their current and previous employers, their full names, professional credentials (e.g., certifications and/or licenses), and roles and duties which the individuals will provide to the County. Include the address of their current primary office location, email address and phone number.
5. Identify any proposed sub-contractors to accomplish the work. Include the company name, the name of the individual(s) to be assigned, and an overview of their experience and qualifications related to corrosion and odor control equipment, chemicals and/or

- services.
6. Describe any significant or unique accomplishments or awards received by Proposer or its subcontractors in previous similar projects.
 7. A minimum of five client references for projects with similar scope who are agreeable to responding to an inquiry by the County. References should include the following information:
 - a. Client name
 - b. Client address
 - c. Client contact name
 - d. Client contact phone and fax numbers
 - e. Client contact email address
 - f. Description of all services provided
 - g. Number of treatment locations within the system
 - h. Performance period
 - i. Total amount of contract

G. TAB 7 – CAPACITY

Provide the following information regarding Proposer’s capacity for the provision of services in Tab 7.

1. Details of implementation plan and schedule.
2. Specify the location(s), including the complete physical address, where the work for these services will be performed, including work performed by subcontractors, if applicable.
3. Details of Proposer’s staffing resources, at the location that will provide services to the County as well as corporately; by discipline and the number of personnel within each discipline.
4. If Proposer’s staffing resources includes sub-consultants, submit the name of the firm(s) who will perform each discipline. Detail how subcontractors will be used and to what extent.
5. An organizational diagram clearly identifying key personnel as well as other staffing resources who are designated to provide services to the County and indicate their functional relationship to each other.
6. Describe Proposer’s plans, policies, and/or strategies in which County citizens would receive consideration for employment and county suppliers of goods and services would be utilized. Include your approach to providing periodic reporting to monitor success in this area. If available, provide examples of reports.
7. If proposer is teaming with other entities to provide the required goods and services, detail any prior similar work any two or more team members have jointly performed.
8. If a joint venture is proposed, provide an affidavit attesting to the formulation of the joint venture and provide proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities, and levels of participation in the project.
9. An explanation, in general terms, of Proposers’ financial capacity to perform the scope of services. If proposer is jointly filing a proposal with other entities, details must be provided to demonstrate financial capacity of each entity.
10. Provide a statement on company letterhead and signed by a company official authorizing a County auditor and/or financial analysts access to your financial records, including all records prepared by an independent firm, or the financial records of other entities for which you have ownership interest. Such access will occur at the primary location of the

Proposer, or such other location as may be agreed, for the purposes of verifying financial representations, and/or to review and assess the historical and current financial capacity of Proposer's business entity and its expected ability to meet ongoing financial obligations related to the required services, if awarded a contract. If an audit is conducted, the County's audit and/or financial analysts will report their findings in a summary report to the Procurement Official, which will be placed in the proposal files for subsequent use, review, and discussions during evaluations.

11. Disclose any ownership interest in other entities proposed for services. This ownership disclosure includes ownership by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.
12. Detail Proposer and any subcontractor's current workloads and any projected changes to the workload within the next six months.
13. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's capacity to provide the required services.

H. TAB 9 – APPROACH

In Tab 9, provide Proposer's project approach to include the following:

1. A narrative of the project approach and an explanation of how this approach meets County objectives and requirements as specified in this RFP.
2. An explanation of Proposer's technical ability to perform all facets of the scope of services defined in Section B. If more than one proposer is jointly filing a proposal, details must be provided to clearly demonstrate individual roles and responsibility for all components of the project.
3. Details of implementation plan and schedule.
4. Detailed project schedule for managing the various on-going preventative maintenance tasks as well as other tasks identified in Section B, Scope of Services.
5. A narrative that clearly demonstrate Proposer's ability and willingness to meet response times and budget requirements.
6. Provide a narrative of the proposed approach and methodology for engaging with County representatives in-the-course of performing the duties.
7. The overall approach to delivering the Scope of Services and any strategies Proposer proposes to implement.
8. Proposer shall thoroughly explain:
 - a. Its accessibility in the areas of availability for meetings, general communications, coordination, and supervision
 - b. How the proposer physically plans on attending pre-scheduled meetings
 - c. How the proposer plans on ensuring accessibility and availability during the term of the Agreement
9. Proposer's Risk Management Plan that includes a list of risks related to the provision of services, the potential consequences or impact of each (e.g., cost, schedule, technical) and Proposer's proposed mitigation procedures for each item.
10. Describe Proposer's approach to the following:
 - a. Managing project status and providing report/updates to the County.
 - b. Design of the corrosion and odor control system.
 - c. Bidding process for obtaining equipment and supplies.
 - d. Construction phase for installation of required equipment.

- e. Design phase process checklist.
 - f. On-going project management. Include a process flow diagram.
11. Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for corrosion control.
 12. Describe the latest processes that your company is using, that are technically proven and the most cost effective means possible, for odor control.
 13. The County is deeply committed to respecting the environment. Include a detailed description of the Proposer's safety plan to control the environment of the work site during on site operations.
 14. Provide sample reports of odor and corrosion control analyses performed by Proposers.
 15. Provide a list, with written specifications for all products proposed to be used, including those to reduce hydrogen sulfide (H₂S), along with the chemical reaction formulas for each product. Include supporting evidence that each meets the minimum specifications listed in Section B, Scope of Services.
 16. Proposers are encouraged to propose the use of as many environmentally preferable, sustainable, 'green' products, materials and supplies to promote a safe and healthy environment. Submit a summary of Proposer's environmental sustainability initiatives and any products, materials or supplies that are proposed for the County's work that have documented evidence of reducing adverse effects on the environment.
 17. Provide specifications for all storage tanks, fittings, mixing systems, chemical feed pumps, and additional material and/or equipment proposed for the County's services. Visual aids such as photos may be included with the equipment descriptions.
 18. Describe the training to be provided to County staff to meet the requirements. Include details of how the training will be provided (e.g., on-site classroom, on-line with instructor, on-line self-paced). Provide examples of similar training plans utilized on other projects.
 19. Provide details of the guarantee for the proposed equipment.
 20. Submit any additional information not previously requested which Proposer believes would assist County in the evaluation of Proposer's approach to provide the required services.

I. FEES

1. Proposer should use the Fees Proposal form on the following pages for submitting its Fees Proposal. Fees must be submitted as all inclusive to provide corrosion and odor control equipment and services in accordance with the requirements identified in this Scope of Services and as set forth in this RFP.
2. Submit one hard copy original and one duplicate hard copy of the Fees Proposal Form in a separate sealed envelope labeled "Fees Proposal" with the Proposer's name on the outside of the package. Include the envelope with Proposer's Original hard copy proposal. Do Not include copies of the Fees Proposal Form in the duplicate hard copies or electronic copies of the proposal response.
3. Proposer's fees shall remain firm for a minimum of one year period after execution of the Agreement. Any escalation in pricing thereafter will be based on the applicable Bureau of Labor Statistics Employment Cost Index (ECI) and/or Producer Price Index (PPI) change for the most recent twelve month period.

[Remainder of page intentionally left blank]

OPTION 1 FEES

Proposers may submit on Option 1, Option 2, or both Options. If Proposer is submitting on Option 1, complete and submit this form with Proposer's fees for Option 1 as shown below. Note: fees must be all inclusive. No other fees will be allowed.

OPTION 1: CALCIUM NITRATE

i. Provide Fees for the proposed chemicals as follows:

Description	Unit of Measure	Unit Cost
Chemical, Calcium Nitrate	Gallon	

ii. Based upon the lift station information provided in the RFP, including the Attachments, and the proposed services, include an estimated monthly cost for each chemical.

\$ _____ per month

iii. Provide Fees for the proposed services as follows:

Description	Unit of Measure	Unit Cost
Rental Fee for Storage and Dosing Equipment	Month	
Rental Fee for Vapor Phase Treatment (CaNO3 only)	Month	
On-going Equipment Maintenance Services	Month	

Signature/Date

Printed Name/Title

Proposer

OPTION 2 FEES

Proposers may submit on Option 1, Option 2, or both Options. **If Proposer is submitting on Option 2, complete and submit this form with Proposer's fees for Option 2 as shown below.**
Note: fees must be all inclusive. No other fees will be allowed.

OPTION 2: MAGNESIUM HYDROXIDE

i. Provide Fees for the proposed chemicals as follows:

Description	Unit of Measure	Unit Cost
Chemical, Magnesium Hydroxide	Gallon	

ii. Based upon the lift station information provided in the RFP, including the Attachments, and the proposed services, include an estimated monthly cost for each chemical.

\$ _____ per month

iii. Provide Fees for the proposed services as follows:

Description	Unit of Measure	Unit Cost
Rental Fee for Storage and Dosing Equipment	Month	\$
On-going Equipment Maintenance Services	Month	

Signature/Date

Printed Name/ Title

Proposer

END SECTION C

**SECTION D
EVALUATION OF PROPOSALS**

D.01 EVALUATION

Evaluation of proposals will be conducted by an evaluation committee. Each evaluation committee member will evaluate, score and rank the proposals for each of the evaluation criteria. The committee may final rank Proposals without conducting interviews, presentations, and/or demonstrations with Proposers. Therefore, each Proposer must ensure that its proposal contains all of the information requested in this RFP and reflects Proposer's best offer.

The committee will consider all information submitted by each responsible and responsive Proposer, clarification information provided by Proposer, information obtained during the interview/presentation/demonstration, feedback received from Proposer's references, and any other relevant information received during any investigation of Proposer, to ascertain the ability of the Proposer(s) to perform the scope of services as stated in this RFP.

D.02 EVALUATION CRITERIA

The following evaluation criteria have been established for this RFP.

Criteria	Maximum Points
Proposer & Team's Experience	30
Capacity	20
Approach	25
Fee Proposal	20
Interviews/Presentations	5

D.03 CLARIFICATIONS/INTERVIEWS /PRESENTATIONS/ DEMONSTRATIONS

As part of the evaluation process the evaluation committee may request additional information or clarification from Proposers for the purpose of further evaluation of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) understanding of the proposal submitted. Additional information and/or clarification must be submitted by Proposer within the requested time-period.

Additionally, interviews, presentations and/or demonstrations may be conducted with Proposers as part of the evaluation process. If conducted, the evaluation committee will make a determination of those proposals that are deemed by the committee as having a reasonable probability of being selected for award. The Proposers for this 'short-list' of proposals will be invited to meet with the committee. Proposers should make arrangements to attend the interviews, presentations and/or demonstrations if invited. The interviews, presentations and/or demonstrations are closed to the public to the extent permitted by law.

The evaluation committee may final rank proposals without conducting clarifications, interviews, presentations and/or demonstrations. Therefore, each Proposer must ensure that its proposal contains all the information requested.

D.04 BEST AND FINAL OFFER (BAFO)

The County may request a BAFO if additional information or modified proposals are necessary for the evaluation committee to complete its evaluation and ranking. The information received from the BAFO will be used by the evaluation committee to re-evaluate and re-rank the Proposers.

D.05 RANKING OF PROPOSALS

The evaluation committee will determine from the responses to this RFP and subsequent investigation as necessary, the Proposer(s) whose proposal(s) best meet the County's requirements and recommend the County enter into negotiations for an agreement.

In its review, the evaluation committee may take some or all of the following actions:

- a. Review all responses pursuant to the evaluation factors stated herein,
- b. Short list proposers to be further considered in oral interview/presentation/product demonstrations,
- c. Recommend commencement of negotiations to County Administrator,
- d. Reject all proposals received and cancel the Request for Proposal,
- e. Receive written clarification of proposal.

D.04 RECOMMENDATION FOR NEGOTIATION

The evaluation committee will make a recommendation as to the Proposer which the County should enter into negotiations, if any. Upon approval, the successful Proposer will be invited to enter negotiations led by the County Procurement Division.

The County will notice the Intent to Negotiate, in the same manner the original Request for Proposals document was noticed prior to commencing negotiations.

D.05 RECOMMENDATION FOR AWARD

Upon successful completion of negotiations, a recommendation for award to the successful Proposer(s) will be presented for approval per County ordinances, policies and procedures.

END SECTION D

**SECTION E
NEGOTIATION OF THE AGREEMENT**

E.01 GENERAL

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of Manatee County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether, or not, the proposal is accepted.
- c. All products and papers produced during the solicitation process become the property of Manatee County upon termination or completion of the engagement.
- d. To indemnify and hold County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer, including actions or claims arising from County's non-disclosure of the trade secret materials.

E.02 AGREEMENT

The selected proposer(s) will be required to negotiate a contract in a form and with provisions acceptable to the County. Contract negotiations will primarily consist of elements of the scope and pricing to include alternative components in which the alternatives provide best value, are desirable to the County, and the parties agree to such terms.

E.03 AWARD

County may not make award to a proposer who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to County, or is in default on any contractual or regulatory obligation to County. By submitting this solicitation response, proposer attests that it is not delinquent in payment of any such debts due and owed to County, nor is it in default on any contractual or regulatory obligation to County. In the event the proposer's statement is discovered to be false, proposer will be subject to suspension and/or debarment and County may terminate any contract it has with proposer.

Award of an agreement is subject to the successful negotiations and the approval of either the Purchasing Official or the Board of County Commissioners (as provided for in the current Manatee County Procurement Code).

The parties will negotiate the terms and conditions of the agreement, which may or may not include renewal, assignment, termination, insurance, auditing or any other relevant contractual term and the circumstances in which it may be renewed, assigned or terminated.

END SECTION E

**ATTACHMENT A
ACKNOWLEDGMENT OF ADDENDA**

The undersigned acknowledges receipt of the following addenda:

Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:
Addendum No. _____	Date Received:

Print or type Proposer's information below:

_____ Name of Proposer	_____ Telephone Number
_____ Street Address	_____ City/State/Zip
_____ Email Address	_____ Website Address
_____ Print Name & Title of Authorized Officer	_____ Signature of Authorized Official
	_____ Date

**ATTACHMENT B
PROPOSAL SIGNATURE FORM**

The undersigned represents that:

- (1) by signing the proposal, that he/she has the authority and approval of the legal entity purporting to submit the proposal and any additional documentation which may be required such as the Joint Venture Agreement or Joint Venture Affidavit, if applicable;
- (2) all facts and responses set forth in the proposal are true and correct;
- (3) if the Proposer is selected by County to negotiate an agreement, that Proposer's negotiators will negotiate in good faith to establish an agreement to provide the services described in the Scope of Services of this RFP;
- (4) by submitting a proposal and signing below, the Proposer agrees to all terms and conditions in this RFP, which incorporates all addenda, appendices, exhibits, and attachments, in its entirety, and is prepared to sign the Contract as written. The Respondent understands that if it submits exceptions to the Contract in its Response, the Respondent's Response may be determined non-responsive; and
- (5) the Proposer, which includes all companies included in a partnership or joint venture, is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Print or type proposer's information below:

Name of Proposer	Telephone Number
Street Address	City/State/Zip
Email Address	Web Address
Print Name & Title of Authorized Officer	Signature of Authorized Officer Date

ATTACHMENT C
PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

SWORN STATEMENT PURSUANT TO SECTION 2-26 ARTICLE V,
MANATEE COUNTY PROCUREMENT CODE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Manatee County by _____.
[print individual's name and title]

For _____
[name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to County that it has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among proposers or prospective proposers in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors.

For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests amount family members, shared organization

of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to Manatee County's Purchasing Official. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with Manatee County.

I UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE PROCUREMENT DIVISION OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 201____ by _____.

Personally known _____ OR Produced identification _____
[Type of identification]

_____ My commission expires _____ Notary
Public Signature

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**ATTACHMENT D
INSURANCE REQUIREMENTS**

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

STANDARD INSURANCES	REQUIRED LIMITS
<p>1. <input checked="" type="checkbox"/> Automobile Liability:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles. \$ <u>1,000,000</u> combined single limit; OR \$ <u>500,000</u> bodily injury and \$ <u>500,000</u> property damage. \$10,000 Personal Injury Protection (No Fault) \$ <u>1,000,000</u> Hired, Non-Owned Liability \$10,000 Medical Payments. <i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability: (Per Occurrence form only; Claims-Made form is not acceptable)</p>	<p>Coverage shall be afforded under a per occurrence policy form. \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate \$ _____ Products/Completed Operations Aggregate \$ <u>1,000,000</u> Personal and Advertising Injury Liability \$ <u>100,000</u> Fire Damage Liability \$ <u>100,000</u> Medical Expense, and \$ <u>1,000,000</u> Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability</p>	<p>\$<u>100,000</u> each accident \$<u>500,000</u> disease each employee \$<u>100,000</u> disease policy limit</p>
<p>4. <input checked="" type="checkbox"/> Worker's Compensation <input type="checkbox"/> US Longshoremen & Harbor Workers Act coverage <input type="checkbox"/> Jones Act coverage</p>	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements. 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.</p>

	<p><u>Note:</u> 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 employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
OTHER INSURANCES	REQUIRED LIMITS
5. <input type="checkbox"/> Aircraft Liability	<p>\$ _____ per occurrence</p> <p>Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p>
6. <input type="checkbox"/> Installation Floater	<p>If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Proposer shall provide an "Installation Floater" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p>
7. <input checked="" type="checkbox"/> Pollution Liability	<p>\$ <u>1,000,000</u> per occurrence.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p>
8. <input checked="" type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability	<p>Professional (E&O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than <u>\$1,000,000</u> Each Claim, \$1,000,000 Policy Aggregate.</p>
9. <input type="checkbox"/> Builder's Risk Insurance	<p>When this 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, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should 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</p>

	<p>coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than <u>\$10,000</u>.</p>
<p>10. <input type="checkbox"/> Cyber Liability</p>	<p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than</p> <p>\$____ 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</p> <p>The policy must not carry a self-insured retention/deductible greater than \$____.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurances (as noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by Florida or Federal law or rules of regulations.</p> <p><input type="checkbox"/> <i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> <i>Disposal</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p>

	<input type="checkbox"/> Hazardous Waste Transportation Insurance Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident. The Successful Proposer shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. The Successful Proposer must also provide the EPA Identification Number.
12. <input type="checkbox"/> Liquor Liability	Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.
13. <input type="checkbox"/> Garage Keeper's Liability	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 must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage
14. <input type="checkbox"/> Bailee's Customer	Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.
15. <input type="checkbox"/> Watercraft	\$_____ per occurrence

Approved by Risk: _____

Date: _____

INSURANCE REQUIREMENTS

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

1. Commercial General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation and Employers' Liability Coverages

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

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

1. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Proposer shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
2. 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, Successful Proposer 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

3. The project's solicitation number and title shall be listed on each certificate.
 4. Successful Proposer 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.
 5. Successful Proposer agrees that should at any time Successful Proposer fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 6. The Successful Proposer waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 7. The Successful Proposer has sole responsibility for all insurance premiums and policy deductibles.
 8. It is the Successful Proposer's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Proposer shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Proposer shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 9. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Proposer's deductible or self-insured retention and to require that it be reduced or eliminated.
- III. Successful Proposer understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Proposer's obligation to provide and maintain the insurance coverage specified.

- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Proposer and shall become a part of the contract.
- V.** Successful Proposer understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

[Remainder of page intentionally left blank]

INSURANCE STATEMENT

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

Proposer Name: _____ Date: _____

Signature
(Authorized
Official): _____

Printed Name/Title: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Return this signed statement with your bid or proposal.

**ATTACHMENT E
SAMPLE AGREEMENT**

The successful Proposer will provide all goods or services as specified in this RFP and in accordance with the terms and conditions of the Agreement which is attached hereto as Attachment E, Sample Agreement, and made a part hereof.

The Agreement will incorporate the successful Proposer's Proposal and any subsequent information requested from the successful Proposer by the County during the evaluation process.



AGREEMENT No. [REDACTED]

[REDACTED]

between

MANATEE COUNTY
(COUNTY)

and

[REDACTED]

(CONSULTANT)

AGREEMENT FOR PROFESSIONAL [REDACTED] SERVICES

THIS AGREEMENT is entered into by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **<Consultant Name>**, a **<company/corporation>**, authorized to conduct business in the State of Florida, hereinafter referred to as the "CONSULTANT", duly authorized to conduct business in the State of Florida with offices located at **INSERT VENDOR ADDRESS**. COUNTY and CONSULTANT are collectively referred to as the Parties and also individually as a Party.

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interests to retain CONSULTANT to render professional services as described in this Agreement for the purpose of **BRIEF DESCRIPTION OF WORK SCOPE**.

WHEREAS, CONSULTANT submitted a proposal in response to Request For **<Proposals/Offers>** **<number>** and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code, resulting in this Agreement.

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

ARTICLE 1. SCOPE OF SERVICES

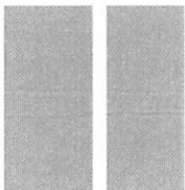
CONSULTANT shall provide services as detailed in **Exhibit "A"** Scope of Services.

COUNTY reserves the right to request additional services if needed.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract, and **<number>** exhibits, which are as follows:

- Exhibit "A"** Scope of Services
- Exhibit "B"** Fee Rate Schedule or Task Prices
- Exhibit "C"** Affidavit of No Conflict
- Exhibit "D"** Insurance Requirements



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

ARTICLE 3. COMPENSATION

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

ARTICLE 4. AGREEMENT TERM

This Agreement shall commence on the date of execution by COUNTY (herein the "Effective Date"). The Agreement shall remain in force until all deliverables have been met as set forth in **Exhibit B**, unless terminated by COUNTY pursuant to Article 6.

COUNTY reserves the right to extend the term for **<number of years>**.

ARTICLE 5. INVOICES AND TIME OF PAYMENT

- A. Subject to the provisions of this Agreement, COUNTY shall pay CONSULTANT for the herein described services at a rate of compensation according to the deliverable payment schedule stated in Exhibit B. COUNTY shall have the right to retain from any payment due CONSULTANT under this Agreement, an amount sufficient to satisfy any amount of liquidated damages due and owing to

COUNTY by CONSULTANT on any other agreement between CONSULTANT and COUNTY.

- B. If any Task requires units of deliverables, then such units must be received and accepted in writing by COUNTY prior to payment.
- C. Records regarding payroll, costs and other expenditures incurred under terms of this Agreement shall be maintained and made available upon request to COUNTY at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to COUNTY upon request.
- D. Records of costs incurred shall include CONSULTANT'S general accounting records and the project records, together with supporting documents and records of CONSULTANT and all sub-consultant's performing work on the project and all other records of CONSULTANT and sub-consultant's considered necessary by COUNTY for a proper audit of costs.
- E. Any dispute between COUNTY and CONSULTANT with regard to the percent of a Task that has been completed or CONSULTANT'S invoice shall be resolved in accordance with the provision of Article 10 of this Agreement.
- F. When CONSULTANT seeks payment for any deliverable or reimbursable expense, it shall provide COUNTY with an invoice which shall include a description of authorized work performed and/or expense incurred, and the total unpaid compensation CONSULTANT represents as being due as of the invoice date. All invoices so submitted shall include the Agreement number which COUNTY has assign to this Agreement.
- G. COUNTY must approve all invoices prior to payment being made.
- H. All costs of providing the Scope of Services shall be the responsibility of CONSULTANT, with the exception of reimbursement by COUNTY for costs deemed reimbursable in **Exhibit B**.
- I. COUNTY shall have forty-five (45) days from the receipt of an invoice seeking payment of fees or costs to either pay the invoice, or notify CONSULTANT that the deliverable, or any part thereof, is unacceptable, and/or that any asserted expense is not reimbursable.

ARTICLE 6. TERMINATION OF AGREEMENT:

A. TERMINATION FOR DEFAULT:

COUNTY shall have the right, by written notice to CONSULTANT, to terminate this

Agreement for default (Work Assignments, if applicable) if CONSULTANT fails to:

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

Prior to termination for default, COUNTY shall provide adequate written notice to CONSULTANT through the County Representative as defined in Article 8.A, affording CONSULTANT the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

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

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

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

B. TERMINATION FOR CONVENIENCE:

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

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

ARTICLE 7: TRANSITION SERVICES UPON TERMINATION

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

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

ARTICLE 8. COUNTY OWNERSHIP OF WORK PRODUCT

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

ARTICLE 9. RESPONSIBILITIES OF COUNTY

COUNTY shall:

- A. Through its County Administrator, appoint an individual to serve as County Representative. COUNTY Representative shall have the authority to transmit instructions, receive information, interpret and define the policy of COUNTY and make decisions pertinent to services covered by this Agreement. COUNTY reserves the right to designate a different County Representative, provided that

CONSULTANT is given written notice thereof.

- B. Make available at no cost to CONSULTANT, information relative to the project that is useful in the performance of the Scope of Services.
- C. Give prompt notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. Give careful and reasonable consideration to the findings and recommendations of CONSULTANT, and shall respond and issue notices to proceed in a timely manner so as not to unduly delay CONSULTANT's work called for by this Agreement.
- E. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist CONSULTANT. The availability and necessity of said personnel to assist CONSULTANT shall be determined solely within the discretion of COUNTY.
- F. Perform activities in this Article at no cost to CONSULTANT.

ARTICLE 10. RESPONSIBILITIES OF CONSULTANT

CONSULTANT shall:

- A. Appoint a CONSULTANT's Agent with respect to the services to be performed by CONSULTANT pursuant to this Agreement. CONSULTANT's Agent shall have the authority without limitation, to make representations on behalf of CONSULTANT, receive information, and interpret and define the needs of CONSULTANT and make decisions pertinent to services covered by this Agreement. CONSULTANT's Agent shall have the right, from time to time, to designate such other employees of CONSULTANT's as they desire, to serve in their absence. CONSULTANT reserves the right to designate a different agent, provided that COUNTY is given written notice thereof.
- B. Perform the work in accordance with the terms and conditions of this Agreement.
- C. Ensure that all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required.
- D. Be responsible for collecting all existing data required for the successful completion of each task.
- E. Not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the service provided pursuant of this Agreement. CONSULTANT attests to this via an Affidavit of No

Conflict, **Exhibit "C"**.

- F. Be entitled to rely upon that information which may be provided from time to time, from COUNTY. However, CONSULTANT shall call to COUNTY's attention any errors or deficiencies noted in such information provided and assist, to the extent practicable, COUNTY in the identification and resolution of same. Information referred to above includes, but is not limited to, additional services, consultations, investigations, and reports necessary for the execution of CONSULTANT's work under this Agreement. COUNTY shall, however, hold CONSULTANT fully responsible for verifying, to the extent practicable, documents and information provided by COUNTY and identifying the obvious deficiencies concerning documents and information provided. CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed under this Agreement.

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

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

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

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

ARTICLE 11. DISPUTE RESOLUTION

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

ARTICLE 12. MAINTENANCE OF RECORDS; AUDITS; LICENSES

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

- B. CONSULTANT shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate the CONSULTANT'S performance. Such materials shall also be made available to COUNTY for auditing. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONSULTANT made by any local, state or federal agency. To the extent such materials are in the possession of a third party, CONSULTANT must obtain them from that third party, or certify to COUNTY why it was unable to do so. CONSULTANT shall retain all its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

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

ARTICLE 13. PUBLIC RECORDS

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

- A. Keep and maintain public records required by COUNTY to perform the service.

- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the Agreement term and following completion of the Agreement if CONSULTANT does not transfer the records to COUNTY.

- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONSULTANT or keep and maintain public records required by COUNTY to perform the service. If CONSULTANT transfers all public records to COUNTY upon completion of the Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNTY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941.742.5845, DEBBIE.SCACCIANOCE@MYMANATEE.ORG, ATTN: RECORDS MANAGER 1112 MANATEE AVENUE WEST, BRADENTON FL 34205.

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. NO WAIVER OF SOVEREIGN IMMUNITY

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

ARTICLE 16. INSURANCE

- A. CONSULTANT shall maintain insurance policies that comply with the Insurance Requirements, attached as **Exhibit "D"**, during the term of this Agreement, including any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit "D"** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY's Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by Exhibit "D", including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONSULTANT and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration.
- E. Nothing in this Agreement shall be interpreted as a waiver by COUNTY of its rights including the limitations of the waiver of immunity as set forth in Section 768.28, Florida Statutes, or any other statute, and COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 17. LITIGATION SERVICES

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

- A. Coordinate and communicate directly with the Office of the County Attorney.
- B. Provide any personnel performing services under this Agreement to testify in any litigation proceeding.
- C. Perform litigation services as directed by the Office of the County Attorney that may include but are not limited to:
 - 1. Predisposition, pretrial, or prehearing preparation.

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

ARTICLE 18. LEGAL RESTRAINTS AND LIMITATIONS

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

ARTICLE 19. SOLICITATION OF AGREEMENT

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

ARTICLE 20. NON-DISCRIMINATION

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

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

ARTICLE 21. ASSIGNMENT AND SUBCONTRACTS

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

ARTICLE 22. OWNERSHIP AND SALE OF RIGHTS; SUCCESSORS BOUND

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

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

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

ARTICLE 24. KEY PERSONNEL

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



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

ARTICLE 25. SUB-CONSULTANTS

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

ARTICLE 26. NOTICES

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

To COUNTY: Manatee County Government [redacted] Department
Attn: <Name>
<Address>
Bradenton, FL <zip>
Phone: (941) [redacted]
Email: [redacted]

To CONSULTANT: <Consultant Name>
Attn: <name>
<Address>
<City, State, Zip>
Phone: ()
Email:

ARTICLE 27. PROFESSIONAL LIABILITY

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

ARTICLE 28 RELATIONSHIP OF PARTIES

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

ARTICLE 29. NO CONFLICT

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

ARTICLE 30. ETHICAL CONSIDERATIONS

CONSULTANT recognizes that in rendering the services pursuant to the provisions of this Agreement, CONSULTANT is working for the residents of Manatee County, Florida,

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

ARTICLE 31. PUBLIC ENTITY CRIMES

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

ARTICLE 32. SEVERABILITY

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

ARTICLE 33. HEADINGS, CONSTRUCTION

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

ARTICLE 34. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-02754853C). Therefore, CONSULTANT is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONSULTANT's normal tax liability.

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

ARTICLE 35. FORCE MAJEURE

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

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

ARTICLE 36. LEGAL REFERENCES

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

ARTICLE 37. GOVERNING LAW, JURISDICTION AND VENUE

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

ARTICLE 38. ATTORNEY FEES

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

ARTICLE 39. PATENT AND COPYRIGHT RESPONSIBILITY

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

ARTICLE 40. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any

person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 41. AMENDMENTS

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

ARTICLE 42. TIME

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

ARTICLE 43. AUTHORITY TO EXECUTE

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

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this **Agreement No.** for
to be duly executed by their authorized representatives:

CONSULTANT

By: _____

Print Name & Title of Above Signer

Date: _____

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

By: _____

Date: _____

**ATTACHMENT F
LIFT STATION LOCATIONS AND CAPACITY**

ATTACHMENT G
ODOR AND CORROSION CONTROL PROGRAM REPORT



January 12, 2018

Mr. Nick Wagner
Utilities Superintendent
Lift Stations Division
5101 65th Street
Bradenton, Fl. 34210
E-mail: nick.wagner@mymanatee.org

Re: **Odor & Corrosion Control Program Report
October, November and December 2017**

Dear Nick:

Evoqua values your business and we thank you for the opportunity to assist Manatee County with addressing wastewater odor and corrosion issues. For your review, the following is our report which summarizes the program for the months of October, November and December 2017.

We analyze all odor and corrosion control points in your system once per month. Attached you will find complete data tables showing all data collected during the month. Any sites that were found to be out of compliance with your treatment goals have been hi-lighted on the data tables and are discussed here:

Control Point Evaluation – “Exception Report”

We have installed Vapor-Link Hydrogen Sulfide monitors in strategic locations of Manatee County. The following sites have been equipped with Vapor-Links, by area. North: NIH, TV4, CC6, and NIC. Southeast: Lakewood Ranch Master, Lakewood Ranch Re-pump, River Walk, Tara 20, Braden Woods, Manatee Palms, Green Brook 2, and 41A. Southwest: 9D, 5, EC1 and 1M. Please feel free to visit www.link2site.com and use your login credentials to access the data from these sites at any time.

North County Area:

N4B- On December 13th, 2017 the bio-filter had an outlet of 4 ppm. An airflow adjustment was made and unit had re-acclimated on the return trip.



N6B- On December 15th, 2017 the bio-filter blower was extremely noisy. Blower was ordered and installed a few days later and no survey was re-taken as the unit was acclimating to being re-started.

Upper Manatee River Rd.- On December 16th, 2017 the bio-filter had an outlet of 24 ppm. The drain had become clogged after moving to its temporary position. The drain was unclogged and was re-acclimating on return trip.

Southeast County Area:

39A- On October 31st, 2017 the bio-filter had an outlet of 18 ppm. A timer adjustment for the irrigation water was made and unit had re-acclimated on the return trip.

Missionary Village- On October 30th, 2017 the bio-filter had an outlet of 70 ppm. A timer adjustment for the irrigation water was made and unit had re-acclimated on the return trip.

Southwest County Area:

13A- On October 31st, 2017 the bio-filter had an outlet of 10 ppm. An airflow adjustment was made and unit had re-acclimated on the return trip.

1D- On October 29th, 2017 the bio-filter had an outlet of 58 ppm. The unit had just been turned on from site rehab and was re-acclimating.

1M- On October 31st, 2017 the bio-filter had an outlet of 3 ppm, on November 27th an outlet of 22 ppm and on December 20th an outlet of 30 ppm. The loadings to this site had changed and an optimization of the BP-71 chemical feed at LS 5 was made to make sure inlet loadings to the bio-filter were consistent and in range of the bio-filter so that there would be no break-through of this unit.

27A- On November 29th, 2017 the bio-filter had an outlet of 8 ppm. A timer adjustment for the irrigation water was made and unit had re-acclimated on the return trip.

SWRWWTP Headworks- On December 22nd, 2017 the bio-filter had an outlet of 60 ppm. A timer adjustment for the irrigation water was made and unit had re-acclimated on the return trip.



Thanks again for your business, Nick, and please let us know if there is any way that we can improve our service. If you have any questions or comments, please contact me at 941-928-0453.

Sincerely,

Vaughan Harshman

Evoqua Water Technologies LLC

cc: Ryan Hansen, Evoqua

Evoqua Water Technologies LLC

2650 Tallevast Road
Sarasota, FL 34243

Tel: (941) 355-2971
Fax: (941) 351-4756
www.evoqua.com

Site Performance Report

10/01/2017 through 12/31/2017

MANATEE, COUNTY CLK CIR C

# 12 (RTU #65)	501 Magnolia Ave	Anna Maria, FL 34217	Latitude: 27.52999	Longitude: -82.73158				
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide Plus 71	10/30/2017	8:50 AM	19	2750			
Chemical Tank	Bioxide Plus 71	11/30/2017	4:30 PM	19	2784			
Chemical Tank	Bioxide Plus 71	12/12/2017	10:05 AM	19	2784			
# LS 5 SP (Feed Site: #12 (RTU #65))	4300 Gulf Dr	Holmes Beach, FL 34217	Latitude: 27.49829	Longitude: -82.71214				
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/30/2017	10:10 AM	7.36	26.4	3.2	10	65	0
Sample Point	11/10/2017	12:45 PM	7.71	27.3	1.3	5	55	0
Sample Point	12/19/2017	9:30 AM	7.73	28	1.2	4	55	0
# 15D (RTU #218)	712 Palma Sola Blvd	Bradenton, FL 34209	Latitude: 27.49206	Longitude: -82.64279				
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Odophos	10/31/2017	8:00 AM	23	600			
Chemical Tank	Odophos	11/27/2017	1:55 PM	28	1150			
Chemical Tank	Odophos	12/05/2017	9:30 AM	23	900			
# 15D SP (Feed Site: #15D (RTU #218))	1001 Palma Sola Blvd	Bradenton, FL 34209	Latitude: 27.49206	Longitude: -82.64279				
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/31/2017	8:10 AM	7.52	24.5	0.6	1	80	0
Sample Point	11/27/2017	2:10 PM	7.13	27.2	0.1	0.5	22	1
Sample Point	12/05/2017	9:45 AM	7.28	27.6	0.2	0.5	20	0
# 31A (RTU #126)	1710 47th Avenue Dr W	Bradenton, FL 34207	Latitude: 27.45702	Longitude: -82.57913				
# 37A (RTU #302)	801 39th Ave W	Bradenton, FL 34205	Latitude: 27.465561	Longitude: -82.570467				
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	10/30/2017	2:30 PM	21	575			
Chemical Tank	Bioxide Plus 71	11/29/2017	1:40 PM	19	2250	System was not pumping upon arrival. Replaced bellows assembly.		
Chemical Tank	Bioxide Plus 71	12/14/2017	2:20 PM	21	1790			
# 36A (Feed Site: #37A (RTU #302))	1602 38th Ave W	Bradenton, FL 34205	Latitude:					
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	Comments
Sample Point	10/30/2017	2:45 PM	7.33	26.9	0.8	82	1	
Sample Point	11/29/2017	2:05 PM	7.27	28.3	1.8	180	0	H2S high, 37A was not pumping
Sample Point	12/14/2017	2:45 PM	7.14	25.3	0.3	28	1	
# 40A (RTU #429)	3550 63rd Ave E	BRADENTON, FL 34203	Latitude: 27.42884	Longitude: -82.51904				
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Odophos	10/31/2017	1:50 PM	82	2675			
Chemical Tank	Odophos	11/28/2017	5:40 PM	82	3750			
Chemical Tank	Odophos	12/18/2017	12:30 PM	82	2500			
# 40A (Feed Site: #40A (RTU #429))	3550 63RD AVE. E	Bradenton, fl 34203	Latitude: 27.42884	Longitude: -82.51904				
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	
Sample Point	10/31/2017	1:50 PM	6.72	28.4	0.2	1	22	
Sample Point	11/28/2017	5:40 PM	6.76	27.1	0.2	1	130	
Sample Point	12/18/2017	12:30 PM	6.34	26.6	0.4	1.5	300	
# 41A (RTU #454)	6754 W Country Club Ln	Sarasota, FL 34243	Latitude: 27.419481	Longitude: -82.495889				
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Alk Aquit 25	10/31/2017	2:20 PM		2500			
Chemical Tank	Alk Aquit 25	11/20/2017	3:50 PM		2050			

Chemical Tank	Alk Aquit 25	12/08/2017	1:30 PM	1950				
41A WW (Feed Site: #41A (RTU #454))		8341 W. Country Club Lane		Bradenton, FL 34243	Latitude:			
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/31/2017	2:20 PM	7.99	28.8	3.5	12	102	0
Sample Point	11/20/2017	3:50 PM	8.75	26.6	5.5	16	130	0
Sample Point	12/08/2017	1:30 PM	8.92	26.7	3.5	15	94	0

42A (RTU#431)	1640 60th Avenue Dr E	Bradenton, FL 34203	Latitude: 27.433612 Longitude: -82.544647		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/30/2017	5:25 PM	6	2200
Chemical Tank	Bioxide Plus 71	11/29/2017	9:45 AM	6	2050
Chemical Tank	Bioxide Plus 71	12/14/2017	11:55 AM	6	1975

5 (RTU #71)	4300 Gulf Dr	Holmes Beach, FL 34217	Latitude: 27.49829 Longitude: -82.71214		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/30/2017	10:20 AM	370	1862
Chemical Tank	Bioxide Plus 71	11/13/2017	9:00 AM	370	2373
Chemical Tank	Bioxide Plus 71	12/19/2017	9:00 AM	420	4376

6A - RTU136	201 Delmar Ave.	Sarasota, FL 34243	Latitude: 27.403536 Longitude: -82.571953		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/30/2017	3:55 PM	26	1550
Chemical Tank	Bioxide Plus 71	11/29/2017	8:00 AM	26	700
Chemical Tank	Bioxide Plus 71	12/14/2017	9:30 AM	26	575

1A (Feed Site: #6A - RTU136)	7300 SHEPARD ST.		BRADENTON, FL 34246		Latitude:			
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/30/2017	3:35 PM	7.48	27.6	0.7	4	0	
Sample Point	11/29/2017	8:15 AM	7.78	26.7	0	0	5	
Sample Point	12/14/2017	10:05 AM	7.21	25.5	0	0	0	

8D (RTU #225)	6702 9th Ave NW	Bradenton, FL 34209	Latitude: 27.50724 Longitude: -82.62832		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/30/2017	2:15 PM	43	850
Chemical Tank	Bioxide Plus 71	11/27/2017	4:00 PM	43	1100
Chemical Tank	Bioxide Plus 71	12/05/2017	11:00 AM	34	890

9D SP (Feed Site: #8D (RTU #225))	6504 5th Ave NW		Bradenton, FL 34209		Latitude: 27.50326 Longitude: -82.62728			
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/30/2017	2:50 PM	7.50	28.2	4	85	0	
Sample Point	11/16/2017	8:30 AM	7.69	28.1	3	110	1	
Sample Point	12/12/2017	1:00 PM	7.44	26.5	1	20	2	

9A (RTU #436)	1306 Rome Ave	Sarasota, FL 34243	Latitude: 27.40635 Longitude: -82.54834			
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Bioxide	10/30/2017	4:20 PM	11	940	System not pumping upon arrival. Replaced poppets in P2.
Chemical Tank	Bioxide	11/29/2017	7:45 AM	11	665	
Chemical Tank	Bioxide	12/14/2017	9:10 AM	11	490	

14A (Feed Site: #9A (RTU #436))	902 WHITFIELD AVE.		BRADENTON, FL		Latitude:			
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/30/2017	4:45 PM	7.39	27.3	1.2	6	0	
Sample Point	11/29/2017	9:10 AM	7.21	26.8	0.7	2	0	
Sample Point	12/14/2017	11:10 AM	7.28	25.7	0.5	2	0	

9D (RTU #226)	6504 5TH AVE NW	BRADENTON, FL 34209	Latitude: 27.50326 Longitude: -82.62728	
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ARNOLD PALMER GREEN PS#2-RTU #626	7533 Arnold Palmer Green	Bradenton, FL 34202	Latitude: 27.40681 Longitude: -82.404076		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/31/2017	12:10 PM	15	375
Chemical Tank	Bioxide Plus 71	11/30/2017	12:50 PM	15	50

Chemical Tank	Bioxide Plus 71	12/23/2017	11:35 AM	15		480		
ARNOLD PALMER GREEN 1 (Feed Site: #ARNOLD PALMER GREEN PS#2-RTU #626)							Bradenton, FL	Latitude:
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/31/2017	12:30 PM	7.43	25.2	1	5	0	
Sample Point	11/30/2017	1:05 PM	7.54	26.5	1	2	0	
Sample Point	12/23/2017	11:50 AM	7.33	27.1	1	0	0	
<hr/>								
CC8 (COLONY COVE #8) (RTU #524)		7100 LAKESHORE Dr		ELLENTON, FL 34222		Latitude: 27.54723 Longitude: -82.4908		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	10/23/2017	10:35 AM	32	1325			
Chemical Tank	Bioxide Plus 71	11/20/2017	11:25 AM	32	920			
Chemical Tank	Bioxide Plus 71	12/07/2017	9:35 AM	32	1340	System was not pumping proper rate upon arrival. Set screw on crank was loose and had to be reset.		
<hr/>								
CC6 SP (Feed Site: #CC8 (COLONY COVE #8) (RTU #524))		7498 N US 301		Ellenton, FL 34222		Latitude: 27.53834 Longitude: -82.48765		
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/23/2017	9:40 AM	7.29	28.6	1.2	98	0	
Sample Point	11/20/2017	10:30 AM	7.31	27.5	0.7	92	0	
Sample Point	12/12/2017	12:45 PM	7.21	25.7	0.5	54	0.5	
<hr/>								
CC6 SP (Feed Site: #CC8 (COLONY COVE #8) (RTU #524))		7498 N US 301		Ellenton, FL 34222		Latitude: 27.53834 Longitude: -82.48765		
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/23/2017	9:40 AM	7.29	28.6	1.2	98	0	
Sample Point	11/20/2017	10:30 AM	7.31	27.5	0.7	92	0	
Sample Point	12/12/2017	12:45 PM	7.21	25.7	0.5	54	0.5	
<hr/>								
COMMERCE PK / 301 PARK OF COMMERCE (RTU #311)		2315 58th Ave E		Bradenton, FL 34203		Latitude: 27.438792 Longitude: -82.534182		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	10/30/2017	5:55 PM	8	765			
Chemical Tank	Bioxide Plus 71	11/29/2017	10:00 AM	8	525			
Chemical Tank	Bioxide Plus 71	12/18/2017	2:15 PM	8	385			
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38A (Feed Site: #COMMERCE PK / 301 PARK OF COMMERCE (RTU #311))		5519 24 Street East		Bradenton, FL		Latitude:		
Location Type	Date	Time	pH	Temperature (°C)	H2S in Air (ppm)	NO3 (mg/L)		
Sample Point	10/30/2017	6:15 PM	7.28	26.4	6	0.5		
Sample Point	11/29/2017	10:15 AM	7.33	27.4	0	1		
Sample Point	12/18/2017	1:55 PM	7.29	27.1	2	1		
<hr/>								
FLAMINGO CAY (RTU #208)		10200 Manatee Ave W		Bradenton, FL 34209		Latitude: 27.49574 Longitude: -82.66399		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	10/30/2017	11:35 AM		350			
Chemical Tank	Bioxide Plus 71	11/27/2017	4:15 PM		240			
Chemical Tank	Bioxide Plus 71	12/12/2017	12:10 PM		160			
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GREENBROOK #2 (RTU #620)		13324 ADVENTURE PLACE		BRADENTON, FL 34202		Latitude: 27.424525 Longitude: -82.409336		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	11/30/2017	7:30 AM	0	0	System is currently off for an R and D trial.		
Chemical Tank	Bioxide Plus 71	12/11/2017	12:20 PM	0	0	System is currently off for an R and D project.		
<hr/>								
RIVERWALK SP (Feed Site: #GREENBROOK #2 (RTU #620))		7035 Honeysuckle Trl		Lakewood Ranch, FL 34202		Latitude:		
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/17/2017	2:45 PM	7.20	29.4	4.2	20	0	
Sample Point	11/30/2017	8:35 AM	7.36	26.1	4.5	325	0	
Sample Point	12/18/2017	4:50 PM	6.96	25.5	3.0	350	0	
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GREYHAWK LANDINGS #3 (RTU #637)		12407 Daisy Pl		Bradenton, FL 34212		Latitude: 27.509094 Longitude: -82.419467		
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	10/30/2017	8:00 AM	25	900			
Chemical Tank	Bioxide Plus 71	11/30/2017	4:55 PM	25	50			

Chemical Tank Bioxide Plus 71 12/16/2017 8:10 AM 25 1550 System was not pumping upon arrival. Replaced bellows pump 2.

GREYHAWK LANDINGS 1 (Feed Site: GREYHAWK LANDINGS #3 (RTU #637)) 1004 Brambling Ct Bradenton, FL 34212 Latitude:

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	Comments
Sample Point	10/30/2017	8:25 AM	7.64	26.2	3.2	245	0	H2S high as chemical upstream was not pumping.
Sample Point	11/30/2017	5:10 PM	7.14	27.5	1.2	180	0	
Sample Point	12/16/2017	9:20 AM	7.51	25.1	1.5	56	0	

JAIL / STOCKADE 14470 Harlee Rd Palmetto, FL 34221 Latitude: 27.64065 Longitude: -82.53679

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	PRI-SC Odophos	10/17/2017	11:00 AM	72	3800
Chemical Tank	PRI-SC Odophos	11/28/2017	10:55 AM	72	5200
Chemical Tank	PRI-SC Odophos	12/15/2017	1:25 PM	72	4100

JAIL/STOCKADE (Feed Site: JAIL / STOCKADE) 1555 PAT GLASS PALMETTO, FL 34223 Latitude:

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/17/2017	11:00 AM	6.97	29.4	0	0	0	0
Sample Point	11/28/2017	10:55 AM	6.73	26.1	0	0	0	0.5
Sample Point	12/15/2017	1:25 PM	6.81	27.8	0	0	0	0

KAY RD (#10) (RTU #328) 800 Kay Rd NE Bradenton, FL 34212 Latitude: 27.504558 Longitude: -82.481492

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Odophos	10/26/2017	3:25 PM	36	460
Chemical Tank	Odophos	11/22/2017	3:20 PM	36	540
Chemical Tank	Odophos	12/14/2017	5:10 PM	36	240

Key Road SP (Feed Site: KAY RD (#10) (RTU #328)) 900 Kay Road Bradenton, FL 34212 Latitude: 27.50471 Longitude: -82.48148

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/26/2017	3:25 PM	6.49	30.3	0.2	1	10	0
Sample Point	11/22/2017	3:20 PM	6.51	28.4	0.1	0.5	18	0
Sample Point	12/14/2017	5:10 PM	6.88	22.4	2.7	11	80	0

LAKEWOOD RANCH TWN CNTR 4 7540 TOWN CENTER PARKWAY BRADENTON, FL 34202 Latitude: 27.402965 Longitude: -82.449997

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/31/2017	1:05 PM	19	300
Chemical Tank	Bioxide Plus 71	11/30/2017	1:40 PM	19	400
Chemical Tank	Bioxide Plus 71	12/23/2017	12:25 PM	19	150

LAKEWOOD RANCH TOWN CENTER 1 (Feed Site: LAKEWOOD RANCH TWN CNTR 4) 8070 NATURES WAY BRADENTON, FL Latitude:

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/31/2017	12:50 PM	7.67	25.7	0	10	0
Sample Point	11/30/2017	1:25 PM	7.61	26.6	0	5	0
Sample Point	12/23/2017	12:10 PM	7.56	27	1	5	0

LS #15 420 N BAY BLVD ANNA MARIA, FL 34216 Latitude: 27.535488 Longitude: -82.737235

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Bioxide Plus 71	10/30/2017	8:15 AM	44	0	
Chemical Tank	Bioxide Plus 71	11/15/2017	8:55 AM	44	1400	Tank ran dry-Flushed lines, cleaned poppets and WYE filter.
Chemical Tank	Bioxide Plus 71	12/12/2017	9:15 AM	44	1300	

LS 12 SP (Feed Site: LS #15) 501 Magnolia Ave Anna Maria, FL 34217 Latitude: 27.52999 Longitude: -82.73158

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)
Sample Point	10/30/2017	9:00 AM	7.93	25	1.5	0
Sample Point	11/30/2017	4:45 PM	7.62	26.7	1	5
Sample Point	12/12/2017	10:30 AM	7.34	25	0	0

LWR REPUMP 8165 Lakewood Ranch Blvd Lakewood Ranch, FL 34202 Latitude: 27.39624 Longitude: -82.43812

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/23/2017	4:00 PM	45	1575

Chemical Tank	Bioxide Plus 71	11/27/2017	5:45 PM	45		1425		
Chemical Tank	Bioxide Plus 71	12/18/2017	3:55 PM	45		1600		
📍 Lakewood Ranch Master SP (Feed Site: #LWR REPUMP) 11600 Club House Dr Bradenton, FL 34202 Latitude: 27.4207 Longitude: -82.42625								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/17/2017	1:55 PM	7.13	29.9	4.6	24	0	
Sample Point	11/30/2017	8:00 AM	7.27	26.3	2.3	52	0	
Sample Point	12/19/2017	8:05 AM	7.09	25.4	3.0	26	0	
📍 MANATEE WOODS (SERENDIPITY) (RTU #319) 358 34th Avenue Dr E Bradenton, FL 34208 Latitude: 27.46986 Longitude: -82.560949								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide Plus 71	10/30/2017	2:00 PM	35	1075			
Chemical Tank	Bioxide Plus 71	11/29/2017	1:10 PM	35	1450			
Chemical Tank	Bioxide Plus 71	12/14/2017	3:10 PM	35	1400			
📍 MEMPHIS RD (RTU #534) 1723 Memphis Rd Palmetto, FL 34221 Latitude: 27.528355 Longitude: -82.546322								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide Plus 71	10/29/2017	4:00 PM	13	3250			
Chemical Tank	Bioxide Plus 71	11/30/2017	3:00 PM	13	3200			
Chemical Tank	Bioxide Plus 71	12/13/2017	9:50 AM	13	3050			
📍 Memphis Road SP (Feed Site: #MEMPHIS RD (RTU #534)) 1721 17th St. E Palmetto, FL 34221 Latitude: 27.52823 Longitude: -82.54642								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)		
Sample Point	10/29/2017	4:00 PM	7.36	28.1	0.4	46		
Sample Point	11/30/2017	3:00 PM	7.27	27.9	0.7	38		
Sample Point	12/13/2017	9:50 AM	7.54	25.1	0.4	36		
📍 MILL CREEK 2 (RTU #358) 13407 2nd Ave NE Bradenton, FL 34212 Latitude: 27.50793 Longitude: -82.40883								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	10/26/2017	4:50 PM	9	100			
Chemical Tank	Bioxide Plus 71	11/30/2017	4:15 PM	9	520	System was not pumping upon arrival. Cleaned poppets and primed pump.		
Chemical Tank	Bioxide Plus 71	12/13/2017	4:45 PM	9	520			
📍 MILL CREEK 1 (Feed Site: #MILL CREEK 2 (RTU #358)) 711 131st St E Bradenton, FL 34212 Latitude:								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	Comments
Sample Point	10/26/2017	4:35 PM	7.33	29.4	0.5	20	0	
Sample Point	11/30/2017	4:30 PM	7.21	27.7	1.3	32	0	H2S and Dissolved sulfides high, Mill Creek 2 was not pumping upon arrival.
Sample Point	12/13/2017	5:05 PM	7.29	25.6	0.8	14	0	
📍 MILL CREEK 4 (RTU #374) 811 137th St NE Bradenton, FL 34212 Latitude: 27.5124 Longitude: -82.40547								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide Plus 71	10/26/2017	5:05 PM	11	260			
Chemical Tank	Bioxide Plus 71	11/30/2017	4:00 PM	11	375			
Chemical Tank	Bioxide Plus 71	12/13/2017	4:20 PM	11	225			
📍 N1H (RTU #513) 11220 US 41 N PALMETTO, FL 34221 Latitude: 27.61559 Longitude: -82.53891								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	PRI-SC Hydrogen Peroxide 50%	10/17/2017	9:55 AM	0	925			
Chemical Tank	PRI-SC Hydrogen Peroxide 50%	11/28/2017	8:00 AM	0	2000			
Chemical Tank	PRI-SC Hydrogen Peroxide 50%	12/15/2017	12:40 PM	0	1625			
📍 N1H SP (Feed Site: #N1H (RTU #513)) 11220 US 41 N Palmetto, FL 34221 Latitude: 27.61559 Longitude: -82.53891								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/17/2017	9:55 AM	7.00	28.6	0.4	1	10	0
Sample Point	11/28/2017	8:00 AM	7.04	25.6	0.3	1	26	0
Sample Point	12/15/2017	12:40 PM	7.11	27.1	0.2	1	6	0
📍 N2B (RTU #548) 326 47th St W Palmetto, FL 34221 Latitude: 27.55612 Longitude: -82.56616								

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Bioxide	10/24/2017	12:20 PM	17	3275	
Chemical Tank	Bioxide	11/29/2017	4:50 PM	46	1575	
Chemical Tank	Bioxide	12/15/2017	2:05 PM	46	1500	System was not pumping upon arrival. Cleaned poppets and primed pump.

N4B (RTU #550) 1211 72nd St E Palmetto, FL 34221 Latitude: 27.57835 Longitude: -82.55187

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Bioxide Plus 71	10/28/2017	1:45 PM	25	2550	
Chemical Tank	Bioxide Plus 71	11/28/2017	9:40 AM	25	1900	
Chemical Tank	Bioxide Plus 71	12/13/2017	11:25 AM	25	1550	System was not pumping upon arrival. Replaced bellows, cup, guide, rod, elbows, hose barbs and tubing.

N7A (RTU #554) 2889 16th Ave E Palmetto, FL 34221 Latitude: 27.53954 Longitude: -82.54848

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide	10/29/2017	3:45 PM	15	2300
Chemical Tank	Bioxide	11/30/2017	2:45 PM	15	1800
Chemical Tank	Bioxide	12/13/2017	11:00 AM	15	1650

OAKLEAF 2 PS 4922 72nd Ter E Ellenton, FL 34222 Latitude: 27.558326 Longitude: -82.490419

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/23/2017	10:50 AM	11	400
Chemical Tank	Bioxide Plus 71	11/20/2017	11:45 AM	11	100
Chemical Tank	Bioxide Plus 71	12/07/2017	11:00 AM	11	20

THOUSAND OAKS PS (Feed Site: #OAKLEAF 2 PS) 8001 55th St E Palmetto, FL 34221 Latitude: 27.56317 Longitude: 82.46381

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/28/2017	10:35 AM	7.29	29.2	0.1	0	0	0.5
Sample Point	11/20/2017	10:05 AM	7.22	27.3	0	0	0	0
Sample Point	12/12/2017	11:50 AM	7.16	25.2	0.1	0	0	0

PARC IMPERIAL LS 6150 Bobby Jones Ct Palmetto, FL 34221 Latitude: 27.597714 Longitude: -82.499415

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments
Chemical Tank	Bioxide Plus 71	10/28/2017	11:25 AM	4	560	System was not pumping proper rate upon arrival. Replace hose barbs and 3 way valve in upper box.
Chemical Tank	Bioxide Plus 71	11/20/2017	1:45 PM	4	425	
Chemical Tank	Bioxide Plus 71	12/13/2017	3:05 PM	4	410	

FAIRWAY IMPERIAL LS (Feed Site: #PARC IMPERIAL LS) 6365 Bobby Jones Ct Palmetto, FL 34221 Latitude:

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/28/2017	12:50 PM	7.33	28.7	2.0	60	0
Sample Point	11/20/2017	2:05 PM	7.65	24.2	1.2	14	6
Sample Point	12/13/2017	3:35 PM	7.49	25.9	0.8	10	1

PERICO ISLAND (RTU #207) 10662 MANATEE AVE. W. BRADENTON, FL 34209 Latitude: 27.49641 Longitude: -82.67064

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Bioxide Plus 71	10/30/2017	11:20 AM		90
Chemical Tank	Bioxide Plus 71	11/27/2017	4:30 PM		440
Chemical Tank	Bioxide Plus 71	12/12/2017	11:55 AM		410

PET MILK (RTU #470) 5385 33rd St E Bradenton, FL 34203 Latitude: 27.445359 Longitude: -82.521987

Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)
Chemical Tank	Odophos	10/30/2017	6:35 PM	68	675
Chemical Tank	Odophos	11/29/2017	10:35 AM	68	710
Chemical Tank	Odophos	12/18/2017	1:05 PM	68	980

Pet Milk (Feed Site: #PET MILK (RTU #470)) 5340 33rd St E Bradenton, FL 34203 Latitude: 27.4453 Longitude: -82.52234

Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)
Sample Point	10/30/2017	6:35 PM	7.17	27.3	0.3	1	34
Sample Point	11/29/2017	10:45 AM	7.02	27.8	0.2	1	30

Sample Point	12/18/2017	1:05 PM	6.51	26.6	0.5	1.5	34	
📍 RIVER CLUB #5 (RTU #364) 7241 River Club Blvd Bradenton, FL 34202 Latitude: 27.40652 Longitude: -82.43831								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide Plus 71	10/23/2017	4:55 PM	15	450			
Chemical Tank	Bioxide Plus 71	11/27/2017	5:30 PM	15	20			
Chemical Tank	Bioxide Plus 71	12/18/2017	3:30 PM	15	1400			
📍 RIVER WOODS / RW2 (RTU #569) 11547 30th Cv E Parrish, FL 34219 Latitude: 27.54633 Longitude: -82.4365								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide	10/28/2017	8:05 AM	21	525	System not pumping upon arrival. Replaced poppets in pump 2.		
Chemical Tank	Bioxide	11/20/2017	8:35 AM	21	900			
Chemical Tank	Bioxide	12/12/2017	9:55 AM	21	750			
📍 RW1 LS (Feed Site: #RIVER WOODS / RW2 (RTU #569)) 3202 Riverwoods Drive PARRISH, FL 34219 Latitude:								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/28/2017	9:30 AM	7.78	28.9	3.4	10	0	
Sample Point	11/20/2017	8:50 AM	7.35	27.2	0	2	4	
Sample Point	12/12/2017	9:55 AM	7.34	25.3	1.5	8	0	
📍 RIVERDALE 1 PS 412 43rd St. Blvd. E Bradenton, FL 34208 Latitude: 27.49972 Longitude: -82.50895								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments		
Chemical Tank	Bioxide Plus 71	10/26/2017	3:05 PM	38	1050			
Chemical Tank	Bioxide Plus 71	11/30/2017	11:00 AM	0	2000	Power was off to system upon arrival.		
Chemical Tank	Bioxide Plus 71	12/08/2017	9:30 AM	38	1950			
📍 Manatee Palms SP (Feed Site: #RIVERDALE 1 PS) 115 Kay Road Bradenton, FL 34208 Latitude: 27.49678 Longitude: -82.48125								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/27/2017	3:50 PM	7.38	30.1	0.1	0.5	12	0
Sample Point	11/22/2017	4:05 PM	7.04	28.6	0.2	0.5	62	0.5
Sample Point	12/16/2017	11:20 AM	7.42	26.4	0.1	0.5	36	0
📍 RW4 (RIVER WILDERNESS #4) (RTU #532) 11721 OLD TAMPA RD. PARRISH, FL 34219 Latitude: 27.54833 Longitude: -82.4365								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide	10/28/2017	7:15 AM	49	3650			
Chemical Tank	Bioxide	11/20/2017	7:45 AM	49	2650			
Chemical Tank	Bioxide	12/12/2017	9:10 AM	49	1700			
📍 N1C SP (Feed Site: #RW4 (RIVER WILDERNESS #4) (RTU #532)) 3800 Erie Road Parrish, FL 34219 Latitude: 27.54721 Longitude: -82.4776								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	
Sample Point	10/28/2017	9:50 AM	7.31	28.7	4.0	270	0	
Sample Point	11/20/2017	9:10 AM	7.16	27.2	3.2	225	0	
Sample Point	12/12/2017	10:50 AM	7.01	25.1	4.3	170	0	
📍 SABAL HARBOR 1 4506 Sabal Key Dr Bradenton, FL 34203 Latitude: 27.45206 Longitude: -82.50532								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide Plus 71	10/30/2017	12:15 PM	11	870			
Chemical Tank	Bioxide Plus 71	11/28/2017	3:45 PM	11	625			
Chemical Tank	Bioxide Plus 71	12/18/2017	10:40 AM	11	500			
📍 SR 70 (Feed Site: #SABAL HARBOR 1) 5236 45th St E Bradenton, FL 34203 Latitude:								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)		
Sample Point	10/30/2017	12:55 PM	7.35	26.4	0.2	8		
Sample Point	11/28/2017	4:20 PM	7.29	28.2	0.1	5		
Sample Point	12/18/2017	11:35 AM	7.49	26.8	0.3	10		
📍 SABAL HARBOR 2 4524 Useppa Dr Bradenton, FL 34203 Latitude: 27.458252 Longitude: -82.500824								
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)			
Chemical Tank	Bioxide Plus 71	10/30/2017	12:35 PM	9	600			
Chemical Tank	Bioxide Plus 71	11/28/2017	4:05 PM	9	350			
Chemical Tank	Bioxide Plus 71	12/18/2017	11:05 AM	9	1250			

☞ SAMOSET 1 (RTU #308)	1801 34TH AVE. E.	BRADENTON, FL 34208	Latitude: 27.46963	Longitude: -82.54235							
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)						
Chemical Tank	Bioxide Plus 71	10/31/2017	10:45 AM	72	1440						
Chemical Tank	Bioxide Plus 71	11/29/2017	11:30 AM	72	340						
Chemical Tank	Bioxide Plus 71	12/14/2017	12:55 PM	72	1850						
☞ Samoset 1 SP (Feed Site: #SAMOSET 1 (RTU #308))	1801 34th Ave. E	Bradenton, FL 34208	Latitude: 27.46963	Longitude: -82.54235							
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)					
Sample Point	10/31/2017	10:45 AM	7.34	27.8	0.2	8					
Sample Point	11/29/2017	11:30 AM	7.41	28.1	0.1	4					
Sample Point	12/14/2017	12:55 PM	7.33	26.4	0.2	10					
☞ SAMOSET 2	2312 8TH STREET EAST	BRADENTON, FL 34208	Latitude: 27.478395	Longitude: -82.555847							
☞ SAMOSET 4	1967 15th St. E.	Bradenton, FL 34208	Latitude: 27.48183	Longitude: -82.5463							
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)						
Chemical Tank	Bioxide	10/31/2017	9:45 AM	19	1250						
Chemical Tank	Bioxide	11/29/2017	12:55 PM	19	1650						
Chemical Tank	Bioxide	12/14/2017	1:55 PM	19	1375						
☞ Samoset 5 SP (Feed Site: #SAMOSET 4)	2106 26th Ave E	Bradenton, FL 34208-7754	Latitude: 27.47672	Longitude: -82.53815							
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)				
Sample Point	10/31/2017	10:05 AM	7.22	27.4	0.7	58	0				
Sample Point	11/29/2017	12:15 PM	7.29	28.3	0.8	78	1				
Sample Point	12/08/2017	10:00 AM	7.54	27.3	1.5	50	2				
☞ Samoset 5 SP (Feed Site: #SAMOSET 4)	2106 26th Ave E	Bradenton, FL 34208-7754	Latitude: 27.47672	Longitude: -82.53815							
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)				
Sample Point	10/31/2017	10:05 AM	7.22	27.4	0.7	58	0				
Sample Point	11/29/2017	12:15 PM	7.29	28.3	0.8	76	1				
Sample Point	12/08/2017	10:00 AM	7.54	27.3	1.5	50	2				
☞ SONOMA	5331 Napa Dr	Sarasota, FL 34243	Latitude: 27.392919	Longitude: -82.493457							
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)						
Chemical Tank	Bioxide Plus 71	10/31/2017	2:35 PM	23	965						
Chemical Tank	Bioxide Plus 71	11/30/2017	3:15 PM	23	620						
Chemical Tank	Bioxide Plus 71	12/23/2017	1:55 PM	23	755						
☞ ITHACA mh (Feed Site: #SONOMA)	5108 Ithaca Ln	Sarasota, FL 34243-2960	Latitude:								
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)				
Sample Point	10/31/2017	2:45 PM	7.56	26.6	0	0	0				
Sample Point	11/30/2017	3:30 PM	7.68	26.8	0	0	0				
Sample Point	12/23/2017	2:15 PM	7.51	27.1	0	2	0				
☞ TARA 20	5610 Manor Hill Ln	Bradenton, FL 34203	Latitude: 27.44054	Longitude: -82.4675							
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)						
Chemical Tank	Alk Aquit 25	10/23/2017	1:30 PM	280	1740						
Chemical Tank	Alk Aquit 25	11/28/2017	11:45 AM	280	1850						
Chemical Tank	Alk Aquit 25	12/04/2017	3:05 PM	280	1600						
☞ Tara 20 WW (Feed Site: #TARA 20)	6901 Stone River Rd	Bradenton, FL 34203-7822	Latitude:								
Location Type	Date	Time	pH	ORP (mV)	Temperature (°C)	Dissolved Sulfide (mg/L)	Total Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)	Peroxide Treatment Residual (mg/L)	Comments
Sample Point	11/28/2017	11:45 AM	0	0	0	0	0	0	0	0	No sample was taken due to site rehab and access to wet well.
Sample Point	12/04/2017	3:05 PM	0	0	0	0	0	0	0	0	Sample not taken due to site rehab.
☞ TARA 351 / TARA #4 (RTU #351)	6311 Stone River Rd	Bradenton, FL 34203	Latitude: 27.43635	Longitude: -82.480916							
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)	Comments					
Chemical Tank	Bioxide Plus 71	10/30/2017	10:50 AM	18	850						

Chemical Tank	Bioxide Plus 71	11/26/2017	2:10 PM	18	875	
Chemical Tank	Bioxide Plus 71	12/18/2017	9:00 AM	18	825	System was not pumping the proper rate upon arrival. Replaced bellows assembly and elbow kit on P2.

TARA 354 / TARA #5 (RTU #354)		6514 Turners Gap Rd		Bradenton, FL 34203		Latitude: 27.433042 Longitude: -82.477382	
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)		
Chemical Tank	Bioxide Plus 71	10/30/2017	10:35 AM	15	375		
Chemical Tank	Bioxide Plus 71	11/28/2017	1:50 PM	15	1150		
Chemical Tank	Bioxide Plus 71	12/18/2017	8:40 AM	15	950		

TARA 2 (Feed Site: #TARA 354 / TARA #5 (RTU #354))		6901 Stone River Rd		Bradenton, FL 34203-7822		Latitude:	
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/30/2017	11:10 AM	7.31	27.6	0.5	0	8
Sample Point	11/28/2017	2:35 PM	7.36	27.6	0.2	0	10
Sample Point	12/18/2017	9:35 AM	8.23	26.1	0.1	0	3

TARA 1 (Feed Site: #TARA 354 / TARA #5 (RTU #354))		6501 Stone River Rd		Bradenton, FL 34203-7878		Latitude:	
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/30/2017	11:25 AM	7.26	27.8	0	0	12
Sample Point	11/28/2017	2:45 PM	7.39	27.6	0	0	10
Sample Point	12/18/2017	9:45 AM	7.49	26.3	0.1	0	5

THE LOOP PS		9312 17th Ave NW		Bradenton, FL 34209		Latitude: 27.51453 Longitude: -82.6557	
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)		
Chemical Tank	Bioxide Plus 71	10/30/2017	11:55 AM	11	650		
Chemical Tank	Bioxide Plus 71	11/27/2017	2:35 PM	11	405		
Chemical Tank	Bioxide Plus 71	12/04/2017	9:40 AM	11	340		

LS 12D WW (Feed Site: #THE LOOP PS)		7830 DESOTO MEMORIAL HWY.		BRADENTON, FL 34209		Latitude:	
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/30/2017	2:00 PM	7.64	28	1	50	1
Sample Point	11/27/2017	3:25 PM	7.38	26.6	2	100	0
Sample Point	12/04/2017	10:05 AM	7.38	27.8	2	60	0

WATERFORD LS		7810 Middlesex Dr		Palmetto, FL 34221		Latitude: 27.58441 Longitude: -82.51071	
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)		
Chemical Tank	Bioxide Plus 71	10/28/2017	11:00 AM	8			
Chemical Tank	Bioxide Plus 71	11/20/2017	2:25 PM	8			
Chemical Tank	Bioxide Plus 71	12/13/2017	2:40 PM	8			

WILDEWOOD SPRINGS 2 LS		3985 OAKVIEW DRIVE		BRADENTON, FL 34210		Latitude: 27.45358 Longitude: -82.59985	
Equipment Type	Chemicals	Date	Time	Feed Rate (GPD)	Tank Level (Gallons)		
Chemical Tank	Bioxide Plus 71	10/31/2017	5:10 PM	6	415		
Chemical Tank	Bioxide Plus 71	11/29/2017	3:00 PM	6	225		
Chemical Tank	Bioxide Plus 71	12/22/2017	4:35 PM	6	700		

30A (Feed Site: #WILDEWOOD SPRINGS 2 LS)		CORNER OF 47TH AVE AND 30TH ST. W		BRADENTON, FL 37777		Latitude:	
Location Type	Date	Time	pH	Temperature (°C)	Dissolved Sulfide (mg/L)	H2S in Air (ppm)	NO3 (mg/L)
Sample Point	10/31/2017	5:55 PM	7.34	28.2	0.3	7	0
Sample Point	11/29/2017	3:15 PM	7.39	28.5	0.3	6	0.5
Sample Point	12/22/2017	3:45 PM	7.42	28	0.4	5	0

39A	5511 39th St E	Bradenton, FL 34203-6513		Latitude: 27.44246 Longitude: -82.51277	
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N4B SP	1211 72nd St E	Palmetto, FL 34221		Latitude: Longitude:	
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POPE ROAD MASTER WW	12405 44TH AVENUE E.	BRADENTON, FL 34212		Latitude: 27.46174 Longitude: 82.41854	
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12A (RTU #139)		2007 69th Ave W		Bradenton, FL 34207		Latitude: 27.4188 Longitude: -82.58216					
Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	Asset 110064	10/30/2017	3:10 PM	2.17	1	800	6	157	80	0	100

Comments:

Biofilter	Asset 110084	12/14/2017	10:30 AM	2.13	2	900	6	177	62	0	100
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Comments:

Biofilter	Asset 110084	12/29/2017	8:35 AM	1.99	2	900	6	177	18	0	100
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Comments:

13A (RTU #408) 112 63RD AVE. E. BRADENTON, FL 34203 Latitude: 27.42923 Longitude: -82.5628

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	117726	10/31/2017	9:50 AM	2.12	5	1000	8	349	120	10	92
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Comments: Found CFM high upon arrival. Lowered VFD to get target CFM.

Biofilter	117726	11/27/2017	6:00 PM	0	0	0	0	0	0	0	100
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Comments: Drain clogged and water coming out of blower. Cleared drain line.

Biofilter	117726	12/21/2017	12:10 PM	1.90	7	1200	8	419	160	2	99
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Comments: Changed timer

1D (RTU #237) 1806 51st St W Bradenton, FL 34209 Latitude: 27.48314 Longitude: -82.61233

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	Asset 117693	10/29/2017	2:55 PM	3.31	10	900	10	491	110	58	47
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Comments: H2S out high, system was just turned on after site rehab and is acclimating

Biofilter	Asset 117693	11/17/2017	10:15 AM	2.43	15	950	10	518	60	0	100
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Comments:

Biofilter	Asset 117693	12/15/2017	3:50 PM	1.85	1	1200	10	654	140	0	100
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Comments:

1M 7511 Cortez Rd W Bradenton, FL 34210 Latitude: 27.46183 Longitude: -82.65142

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	000	10/31/2017	8:55 AM	2.0	5	2100	6	412	150	3	98
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Comments:

Biofilter	000	11/27/2017	11:30 AM	1.62	5	2100	6	412	250	22	91
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Comments:

Biofilter	000	12/20/2017	8:30 AM	2.66	5	1800	6	353	100	30	70
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Comments:

27A (RTU #138) 2484 53RD AVE. W BRADENTON, FL 34207 Latitude: 27.44739 Longitude: -82.58609

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	000	10/31/2017	6:10 PM	2.44	3	1100	6	216	165	0	100
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Comments:

Biofilter	000	11/29/2017	4:00 PM	1.69	1	1100	6	216	170	8	95
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Comments: H2S out high, made a timer adjustment.

30AA (RTU #248) 4602 34TH ST. W. BRADENTON, FL 34210 Latitude: 27.45841 Longitude: -82.59583

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	119631	10/31/2017	5:25 PM	2.21	2	800	6	157	18	0	100
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Comments:

Biofilter	119631	11/29/2017	2:30 PM	2.16	3	800	6	157	25	0	100
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Comments:

Biofilter	119631	12/22/2017	4:05 PM	2.18	5	800	6	157	20	0	100
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Comments:

30EE 3831 11th St E Bradenton, FL 34208 Latitude: 27.46555 Longitude: -82.55203

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	Asset 110234	10/31/2017	11:40 AM	4.72	10	1200	6	236	1	0	100
Comments:											
Biofilter	Asset 110234	11/29/2017	11:05 AM	4.63	10	1200	6	236	0	0	100
Comments:											
Biofilter	Asset 110234	12/14/2017	12:20 PM	4.23	7	1150	6	226	0	0	100
Comments:											

📍 31A (RTU #126) 1710 47th Avenue Dr W Bradenton, FL 34207 Latitude: 27.45702 Longitude: -82.57913

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	?	10/31/2017	3:50 PM	2.06	4	1550	4	135	28	0	100
Comments: VFD reading is speed pot setting											
Biofilter	?	11/29/2017	3:30 PM	2.33	4	1550	4	135	18	0	100
Comments:											
Biofilter	?	12/22/2017	3:00 PM	2.20	5	1550	4	135	30	0	100
Comments:											

📍 39A (RTU #428) 5511 39th St E Bradenton, FL 34203-6513 Latitude: 27.44246 Longitude: -82.51277

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	XXXXXXX	10/31/2017	1:15 PM	20	3.36	0	2600	6	511	200	18	91
Comments: H2S out high, pH was high, made timer adjustment												
Biofilter	XXXXXXX	11/28/2017	5:05 PM	20	2.07	0	2600	6	511	190	0	100
Comments:												
Biofilter	XXXXXXX	12/08/2017	4:50 PM	20	2.38	1	2600	6	511	40	0	100
Comments:												

📍 41A (RTU #454) 6754 W Country Club Ln Sarasota, FL 34243 Latitude: 27.419481 Longitude: -82.495889

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	12345678	10/31/2017	2:20 PM	110	2.13	7	1900	6	373	102	0	100
Comments:												
Biofilter	12345678	11/20/2017	3:50 PM	105	1.86	10	1900	6	373	130	0	100
Comments:												
Biofilter	12345678	12/08/2017	1:30 PM	80	1.71	3	1900	6	373	94	0	100
Comments:												

📍 5 (RTU #71) 4300 Gulf Dr Holmes Beach, FL 34217 Latitude: 27.49829 Longitude: -82.71214

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	110844	10/30/2017	10:30 AM	2.29	5	1300	6	255	65	1	98
Comments:											

📍 7 (RTU #62) 6900 Holmes Blvd Holmes Beach, FL 34217 Latitude: 27.51483 Longitude: -82.72151

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	Asset 110204	10/30/2017	9:35 AM	2.28	5	540	6	106	20	0	100
Comments:											
Biofilter	Asset 110204	11/27/2017	5:00 PM	2.23	5	540	6	106	25	0	100
Comments:											
Biofilter	Asset 110204	12/12/2017	10:55 AM	2.20	5	500	6	98	18	0	100
Comments:											

9D (RTU #226) 6504 5TH AVE NW BRADENTON, FL 34209 Latitude: 27.50326 Longitude: -82.62728												
Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)	
Biofilter	Asset 110145	10/30/2017	2:35 PM	2.08	5	1500	6	295	85	0	100	
Comments:												
Biofilter	Asset 110145	11/16/2017	8:00 AM	2.03	5	1100	6	216	110	0	100	
Comments: Replaced Carbon.												
Biofilter	Asset 110145	12/12/2017	12:30 PM	2.24	2	1100	6	216	20	0	100	
Comments:												

ARVIDA #16 (RTU #483) 6926 Langley Pl University Park, FL 34201 Latitude: 27.39235 Longitude: -82.47173												
Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)	
Biofilter	XXXXXXXXXX	10/31/2017	1:20 PM	3.42	4	800	6	157	2	0	100	
Comments:												
Biofilter	XXXXXXXXXX	11/30/2017	2:00 PM	3.50	4	800	6	157	2	0	100	
Comments:												
Biofilter	XXXXXXXXXX	12/23/2017	12:45 PM	2.67	3	800	6	157	3	0	100	
Comments:												

BRADEN RIVER HIGH SCHOOL 5260 60th St E Bradenton, FL 34203 Latitude: 27.44941 Longitude: -82.48454												
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	42314001	10/30/2017	11:45 AM	20	2.16	3	1900	6	373	28	0	100
Comments:												
Biofilter	42314001	11/28/2017	3:05 PM	20	1.96	4	1900	6	373	40	0	100
Comments:												
Biofilter	42314001	12/18/2017	10:05 AM	20	2.02	3	1900	6	373	20	0	100
Comments:												

BRADEN WOODS #18 (RTU #326) 6713 Pine Meadow Way Bradenton, FL 34202 Latitude: 27.42146 Longitude: -82.44329												
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	XXXXXXXXXXXX	10/23/2017	2:55 PM	15	2.16	10	800	6	157	24	0	100
Comments:												
Biofilter	XXXXXXXXXXXX	11/22/2017	4:35 PM	10	1.59	0	800	6	157	105	0	100
Comments:												
Biofilter	XXXXXXXXXXXX	12/11/2017	2:40 PM	20	1.91	0	875	6	172	30	0	100
Comments:												

BYB (BAYSHORE Y.B.) (RTU #101) 6800 26th St W Bradenton, FL 34207 Latitude: 27.4208 Longitude: -82.58535												
Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)	
Biofilter	Asset 110154	11/29/2017	4:45 PM	2.18	0	1300	6	255	50	0	100	
Comments:												
Biofilter	Asset 110154	12/12/2017	2:30 PM	2.18	5	1300	6	255	45	0	100	
Comments:												

CC6 7498 N. US-301 ELLENTON, FL 34222 Latitude: 27.53834 Longitude: -82.48765												
Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	na	10/23/2017	9:40 AM	20	2.74	0	1800	6	353	98	0	100
Comments:												
Biofilter	na	11/20/2017	10:30 AM	20	1.89	4	1900	6	373	92	0	100
Comments:												

Comments:

Biofilter na 12/12/2017 12:45 PM 20 1.94 2 1900 6 373 54 0 100

Comments:

EC1 (EL CONQ. #1) (RTU #104) 3790 El Conquistador Pkwy Bradenton, FL 34210 Latitude: 27.42913 Longitude: -82.60212

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	Asset 110214	10/31/2017	9:25 AM	2.45	2	1100	6	216	25	0	100

Comments:

Biofilter Asset 110214 11/30/2017 7:30 AM 0 0 0 0 0 0 0 0 100

Comments:

Biofilter Asset 110214 12/12/2017 3:20 PM 2.19 7 1200 6 236 15 0 100

Comments:

GARDEN LAKES (RTU #475) 5407 37TH ST. E. BRADENTON, FL 34203 Latitude: 27.44528 Longitude: -82.51515

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	142677	10/31/2017	12:45 PM	20	2.11	0	600	6	118	20	0	100

Comments:

Biofilter 142677 11/28/2017 4:40 PM 20 2.04 0 600 6 118 22 0 100

Comments:

Biofilter 142677 12/18/2017 11:55 AM 20 1.99 0 600 6 118 20 0 100

Comments:

GREENBROOK #2 (RTU #620) 13324 ADVENTURE PLACE BRADENTON, FL 34202 Latitude: 27.424525 Longitude: -82.409336

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	XXXXXXXXXX	10/17/2017	1:10 PM	50	2.84	15	1100	6	216	52	0	100

Comments:

Biofilter XXXXXXXXXXXX 11/30/2017 7:30 AM 20 1.93 7 1100 6 216 158 0 100

Comments:

Biofilter XXXXXXXXXXXX 12/11/2017 12:20 PM 50 2.11 4 700 6 137 64 0 100

Comments:

HERITAGE HARBOR 7165 MONTAUK POINT CROSSING BRADENTON, FL 34212 Latitude: 27.501024 Longitude: -82.467108

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	Unit 1	10/26/2017	4:15 PM	20	2.26	0	1400	6	275	160	0	100

Comments:

Biofilter Unit 1 11/16/2017 11:15 AM 20 2.57 6 1900 6 373 170 0 100

Comments:

Biofilter Unit 1 12/08/2017 8:25 AM 20 1.72 4 3200 6 628 125 0 100

Comments:

LAKEWOOD RANCH MASTER (RTU #362) 11600 CLUB HOUSE DR. BRADENTON, FL 34202 Latitude: 27.4207 Longitude: -82.42625

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	42315002	10/17/2017	1:55 PM	20	2.74	1	1500	8	524	24	0	100

Comments:

Biofilter 42315002 11/30/2017 8:00 AM 20 2.11 2 1500 6 524 52 0 100

Comments:

Biofilter 42315002 12/19/2017 8:05 AM 20 2.09 4 1400 8 489 26 0 100

Comments:

LAKEWOOD RANCH RIVERWALK PS 7035 Honeysuckle Trl Lakewood Ranch, FL 34202 Latitude: 27.41646 Longitude: -82.42052

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	42594001	10/17/2017	2:45 PM	20	2.79	1	1900	6	373	20	0	100
Comments:												
Biofilter	42594001	11/30/2017	8:35 AM	20	1.64	0	1900	6	373	325	0	100
Comments:												
Biofilter	42594001	12/18/2017	4:50 PM	20	1.71	3	1650	6	324	350	0	100
Comments:												

LEGACY 10 7955 LEGACY BLVD. LAKEWOOD RANCH, FL 34202 Latitude: 27.39663 Longitude: -82.41288

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	XXXXXXXXXXXXXXXX	10/31/2017	11:45 AM	20	2.75	5	1150	4	100	10	0	100
Comments:												
Biofilter	XXXXXXXXXXXXXXXX	11/30/2017	12:15 PM	20	1.98	5	1150	4	100	25	0	100
Comments:												
Biofilter	XXXXXXXXXXXXXXXX	12/23/2017	11:10 AM	20	2.07	5	1150	4	100	18	0	100
Comments:												

LWR REPUMP 8165 Lakewood Ranch Blvd Lakewood Ranch, FL 34202 Latitude: 27.39624 Longitude: -82.43812

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	42374001	10/23/2017	4:00 PM	20	2.69	4	1100	6	216	112	0	100
Comments:												
Biofilter	42374001	11/27/2017	5:45 PM	20	1.97	5	1100	6	216	105	0	100
Comments:												
Biofilter	42374001	12/18/2017	3:55 PM	20	1.68	5	1050	6	206	156	0	100
Comments:												

MANATEE PALMS 1 (RTU #313) 115 KAY ROAD BRADENTON, FL 34208 Latitude: 27.49678 Longitude: -82.48125

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	000	10/27/2017	3:50 PM	10	6.13	1	1550	6	304	12	0	100
Comments:												
Biofilter	000	11/22/2017	4:05 PM	20	1.63	12	1550	6	304	62	0	100
Comments:												
Biofilter	000	12/16/2017	11:20 AM	20	2.09	5	1150	6	226	36	0	100
Comments:												

MEMPHIS RD (RTU #534) 1723 Memphis Rd Palmetto, FL 34221 Latitude: 27.528355 Longitude: -82.546322

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	na	10/29/2017	4:00 PM	20	2.01	7	1300	6	454	46	0	100
Comments:												
Biofilter	na	11/30/2017	3:00 PM	20	2.09	5	1300	6	454	38	0	100
Comments:												
Biofilter	na	12/13/2017	9:50 AM	20	2.03	3	1300	8	454	36	0	100
Comments:												

MISSIONARY VILLAGE 117TH STREET EAST BRADENTON, FL 34212 Latitude: 27.4854 Longitude: -82.42542

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	000	10/30/2017	8:45 AM	20	3.06	1	1350	6	265	290	70	76
Comments: H2S out high. pH was high and a timer adjustment was made.												
Biofilter	000	11/30/2017	5:30 PM	20	1.88	0	1300	6	255	220	0	100

Comments:

Biofilter 000 12/13/2017 5:25 PM 20 1.91 3 1300 6 255 166 0 100

Comments:

N1B (RTU #549) 2867 69TH ST. E. PALMETTO, FL 34221 Latitude: 27.57563 Longitude: -82.53565

Equipment Type Equipment ID Date Time Nutrient Tank Level (Gallons) Drain pH Drain Nitrate (mg/L) Velocity (ft/min) Duct Size (inches) Air flow (cfm) H2S Concentration Inlet (ppm) H2S Concentration Outlet (ppm) Percent Removal H2S (%)

Biofilter 2006797 10/28/2017 2:40 PM 10 1.91 1 1500 8 524 80 0 100

Comments:

Biofilter 2006797 11/28/2017 7:20 AM 20 1.86 0 1500 8 524 100 0 100

Comments:

Biofilter 2006797 12/13/2017 1:55 PM 20 2.26 3 1350 8 471 60 0 100

Comments:

N1C (RTU #546) 3800 ERIE ROAD PARRISH, FL 34219 Latitude: 27.54721 Longitude: -82.4776

Equipment Type Equipment ID Date Time Nutrient Tank Level (Gallons) Drain pH Drain Nitrate (mg/L) Velocity (ft/min) Duct Size (inches) Air flow (cfm) H2S Concentration Inlet (ppm) H2S Concentration Outlet (ppm) Percent Removal H2S (%)

Biofilter XXXXXXXXXX 10/28/2017 9:50 AM 50 2.18 4 1000 16 1396 270 0 100

Comments:

Biofilter XXXXXXXXXX 11/20/2017 9:10 AM 50 2.17 4 1050 16 1466 225 0 100

Comments:

Biofilter XXXXXXXXXX 12/12/2017 10:50 AM 50 1.83 1 1050 16 1466 170 0 100

Comments:

N1H (RTU #513) 11220 US 41 N PALMETTO, FL 34221 Latitude: 27.61559 Longitude: -82.53891

Equipment Type Equipment ID Date Time Nutrient Tank Level (Gallons) Drain pH Drain Nitrate (mg/L) Velocity (ft/min) Duct Size (inches) Air flow (cfm) H2S Concentration Inlet (ppm) H2S Concentration Outlet (ppm) Percent Removal H2S (%)

Biofilter XXXXXXXXXX 10/17/2017 9:55 AM 20 2.24 12 2000 6 393 10 0 100

Comments:

Biofilter XXXXXXXXXX 11/28/2017 8:00 AM 20 2.06 7 2600 6 511 26 0 100

Comments:

Biofilter XXXXXXXXXX 12/15/2017 12:40 PM 20 2.16 5 2600 6 511 6 0 100

Comments:

N2B (RTU #548) 326 47th St W Palmetto, FL 34221 Latitude: 27.55612 Longitude: -82.56616

Equipment Type Equipment ID Date Time Nutrient Tank Level (Gallons) Drain pH Drain Nitrate (mg/L) Velocity (ft/min) Duct Size (inches) Air flow (cfm) H2S Concentration Inlet (ppm) H2S Concentration Outlet (ppm) Percent Removal H2S (%)

Biofilter XXXXXXXXXX 10/24/2017 12:20 PM 20 2.19 0 1400 6 275 10 0 100

Comments:

Biofilter XXXXXXXXXX 11/29/2017 4:50 PM 10 2.09 7 1400 6 275 44 0 100

Comments:

Biofilter XXXXXXXXXX 12/15/2017 2:05 PM 15 2.03 5 1400 6 275 24 0 100

Comments:

N4B (RTU #550) 1211 72nd St E Palmetto, FL 34221 Latitude: 27.57835 Longitude: -82.55187

Equipment Type Equipment ID Date Time Nutrient Tank Level (Gallons) Drain pH Drain Nitrate (mg/L) Velocity (ft/min) Duct Size (inches) Air flow (cfm) H2S Concentration Inlet (ppm) H2S Concentration Outlet (ppm) Percent Removal H2S (%)

Biofilter XXXXXXXXXXXX 10/28/2017 1:45 PM 10 2.26 8 1900 4 166 21 0 100

Comments:

Biofilter XXXXXXXXXXXX 11/28/2017 9:40 AM 20 2.18 2 1900 4 166 90 0 100

Comments:

Biofilter XXXXXXXXXXXX 12/13/2017 11:25 AM 20 2.02 4 1750 4 153 34 4 88

Comments: H2S out was high. System setup was good. Increased drive speed from 34 to 39.

N5B (RTU #552) 8818 Bayshore Rd Palmetto, FL 34221 Latitude: 27.59335 Longitude: -82.54325

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	XXXXXX	10/28/2017	1:10 PM	15	1.91	10	2500	4	218	4	0	100
Comments:												
Biofilter	XXXXXX	11/28/2017	9:00 AM	10	1.87	12	2500	4	218	12	0	100
Comments:												
Biofilter	XXXXXX	12/13/2017	1:25 PM	10	1.92	10	2500	4	218	22	0	100
Comments:												

NGB (RTU #553) 755 33RD STREET W PALMETTO, FL 34221 Latitude: 27.54322 Longitude: -82.57268

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	XXXXXXXX	10/24/2017	1:50 PM	17	3.62	15	2000	4	175	8	0	100
Comments:												
Biofilter	XXXXXXXX	11/29/2017	5:30 PM	15	2.41	10	2000	4	175	14	0	100
Comments:												
Biofilter	XXXXXXXX	12/15/2017	2:55 PM	20	0	0	0	4	0	0	0	0
Comments: System was not running upon arrival. Restarted system but blower was very noisy and did not get quieter by turning down drive. Left system off and ordered a new blower.												

NORTH COUNTY WRF 8500 69th St E Palmetto, FL 34221-9064 Latitude: 27.58477 Longitude: -82.47491

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	4500146320	10/26/2017	9:05 AM	100	2.49	8	2800	12	2199	200	0	100
Comments:												
Biofilter	4500146320	11/17/2017	12:00 PM	100	1.94	5	2700	12	2121	140	0	100
Comments:												
Biofilter	4500146320	12/15/2017	10:20 AM	100	2.05	5	3200	12	2513	190	0	100
Comments:												

POPE ROAD 12405 44TH AVE. E. BRADENTON, FL 34202 Latitude: 27.46174 Longitude: -82.41854

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	8020	10/24/2017	3:20 PM	25	6.19	10	1200	16	1676	110	80	27
Comments: H2S out high. Found water/nutrient switch in hand position, bed was saturated and pH was very high, system will need to reacquimate.												
Biofilter	8020	11/30/2017	9:20 AM	25	1.99	8	1200	16	1676	86	0	100
Comments:												
Biofilter	8020	12/16/2017	1:55 PM	25	2.06	7	1300	16	1815	88	0	100
Comments:												

RIVER RD / UPPER MANATEE RIVER ROAD #13 (RTU #330) 1010 UPPER MANATEE RIVER RD. BRADENTON, FL 34212 Latitude: 27.48919 Longitude: -82.43392

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	000	10/30/2017	7:20 AM	20	2.21	0	800	6	157	180	0	100
Comments:												
Biofilter	000	11/30/2017	9:50 AM	20	2.16	4	800	6	157	100	0	100
Comments:												
Biofilter	000	12/16/2017	9:55 AM	20	1.94	5	1400	6	275	100	24	76
Comments: H2S out was high. The system had been temporarily moved onsite and the drain appeared to be vapor locked and was not allowing proper system function.												

RW4 (RIVER WILDERNESS #4) (RTU #532) 11721 OLD TAMPA RD. PARRISH, FL 34219 Latitude: 27.54833 Longitude: -82.4365

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	1234567	10/28/2017	7:15 AM	20	2.07	3	900	6	177	70	0	100
Comments:												

Biofilter 1234567 11/20/2017 7:45 AM 20 2.11 2 900 6 177 155 0 100

Comments:

Biofilter 1234567 12/12/2017 9:10 AM 20 1.94 0 850 6 167 165 0 100

Comments:

SAMOSET 1 (RTU #308) 1801 34TH AVE. E. BRADENTON, FL 34208 Latitude: 27.46963 Longitude: -82.54235

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	Asset 117686	10/31/2017	10:45 AM	1.93	5	900	6	177	8	0	100
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Comments:

Biofilter	Asset 117688	11/29/2017	11:30 AM	1.87	3	900	6	177	4	0	100
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Comments:

Biofilter	Asset 117688	12/14/2017	12:55 PM	1.81	5	900	6	177	10	0	100
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Comments:

SAMOSET 5 2106 26th Ave E Bradenton, FL 34208-7754 Latitude: 27.47672 Longitude: -82.53815

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	Asset 118340	10/31/2017	10:05 AM	2.04	0	400	6	79	56	0	100
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Comments:

Biofilter	Asset 118340	11/29/2017	12:15 PM	2.93	1	400	6	79	78	0	100
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Comments:

Biofilter	Asset 118340	12/08/2017	10:00 AM	2.12	5	400	6	79	50	0	100
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Comments:

SE WWTP 6000 BIOFILTER 3331 Lena Rd Bradenton, FL 34211-9458 Latitude: 27.46791 Longitude: -82.44764

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	000	10/30/2017	9:30 AM	50	2.64	2	1100	12	864	64	0	100
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Comments:

Biofilter	000	11/30/2017	10:25 AM	50	2.23	3	1100	12	864	80	0	100
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Comments:

Biofilter	000	12/16/2017	10:40 AM	50	2.14	2	1050	12	825	88	0	100
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Comments:

SWRWTP HEADWORKS 5101 65th St W Bradenton, FL 34210-2628 Latitude: 27.45299 Longitude: -82.62318

Equipment Type	Equipment ID	Date	Time	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	110242	10/31/2017	4:30 PM	2.18	12	1200	8	419	110	0	100
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Comments:

Biofilter	110242	11/30/2017	1:50 PM	1.81	10	1200	8	419	130	0	100
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Comments:

Biofilter	110242	12/22/2017	5:15 PM	2.70	8	1200	8	419	180	60	67
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Comments: Made timer adjustment

TARA 20 5610 Manor Hill Ln Bradenton, FL 34203 Latitude: 27.44054 Longitude: -82.4675

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (Inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
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Biofilter	42594001-1	11/28/2017	11:45 AM	0	0	0	0	0	0	0	0	100
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Comments: System is currently off for site rehab.

Biofilter	42594001-1	12/04/2017	3:05 PM	20	0	0	0	6	0	0	0	100
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Comments: System is currently off for site rehab.

TARA 6 PS 7406 TARA PRESERVE LANE BRADENTON, FL 34203 Latitude: 27.43263 Longitude: -82.46567

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	12345678	11/28/2017	1:20 PM	18	2.03	10	1300	4	113	9	0	100
Comments:												
Biofilter	12345678	12/18/2017	8:10 AM	12	1.87	10	1300	4	113	10	0	100
Comments:												

TV4 (TIDEVUE #4 MASTER) (RTU #533) 1355 41st Ave E Ellenton, FL 34222 Latitude: 27.52507 Longitude: -82.5239

Equipment Type	Equipment ID	Date	Time	Nutrient Tank Level (Gallons)	Drain pH	Drain Nitrate (mg/L)	Velocity (ft/min)	Duct Size (inches)	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)	Percent Removal H2S (%)
Biofilter	43304002	10/29/2017	5:00 PM	30	2.11	5	2000	6	393	200	0	100
Comments:												
Biofilter	43304002	11/20/2017	12:40 PM	90	2.16	5	2000	6	393	245	0	100
Comments:												
Biofilter	43304002	12/13/2017	9:05 AM	65	2.06	4	1950	6	383	130	0	100
Comments:												

1 (RTU # 54) 111 6th St S Bradenton Beach, FL 34217-2532 Latitude: 27.46297 Longitude: -82.69658

Equipment Type	Equipment ID	Date	Time	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	NA	10/19/2017	4:10 PM	56	5	0
Carbon Scrubber	NA	11/10/2017	4:20 PM	56	5	0
Carbon Scrubber	NA	12/13/2017	8:45 AM	70	5	0

12 (RTU #65) 501 Magnolia Ave Anna Mana, FL 34217 Latitude: 27.52999 Longitude: -82.73158

Equipment Type	Equipment ID	Date	Time	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	0	10/30/2017	9:10 AM	0	0
Carbon Scrubber	0	11/30/2017	5:00 PM	5	0
Carbon Scrubber	0	12/12/2017	10:35 AM	0	0

20A (RTU #433) 5932 12th St E Bradenton, FL 34203 Latitude: 27.43505 Longitude: -82.55088

Equipment Type	Equipment ID	Date	Time	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	xxxx	10/30/2017	5:05 PM	113	4	0
Carbon Scrubber	xxxx	11/29/2017	9:30 AM	113	1	0
Carbon Scrubber	xxxx	12/14/2017	11:30 AM	96	2	0

26A (aka RTU #418) 800 Orlando Ave Bradenton, FL 34207 Latitude: 27.45835 Longitude: -82.56896

Equipment Type	Equipment ID	Date	Time	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	000	10/30/2017	2:15 PM	12	0
Carbon Scrubber	000	11/29/2017	1:25 PM	16	0
Carbon Scrubber	000	12/07/2017	3:10 PM	16	0

2C 2301 Avenue C Bradenton Beach, FL 34217-2260 Latitude: 27.47928 Longitude: -82.70315

Equipment Type	Equipment ID	Date	Time	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	000	10/19/2017	4:30 PM	5	0
Carbon Scrubber	000	11/10/2017	4:00 PM	3	0
Carbon Scrubber	000	12/13/2017	8:10 AM	2	0

ARTISAN LAKES 9760 GILLETTE RD. PALMETTO, FL 34221 Latitude: 27.60253 Longitude: -82.50594

Equipment Type	Equipment ID	Date	Time	Air flow (cfm)	H2S Concentration Inlet (ppm)	H2S Concentration Outlet (ppm)
Carbon Scrubber	FB1000	11/14/2017	12:40 PM	825	4	0
Carbon Scrubber	FB1000	12/18/2017	7:45 AM	825	5	0

Delivery Summary

10/01/2017 through 12/31/2017

MANATEE, COUNTY CLK CIR C

Chemical	Site	Date	Gallons Delivered
Alk Aquit 25			
	41A (RTU #454)		
		09-Oct-17	1245.000
		17-Oct-17	1973.000
		30-Oct-17	1968.000
		06-Nov-17	940.000
		13-Nov-17	1205.000
		20-Nov-17	1725.000
		28-Nov-17	966.000
		01-Dec-17	1558.000
		06-Dec-17	1658.000
		11-Dec-17	1645.000
		15-Dec-17	864.000
		21-Dec-17	1387.000
		27-Dec-17	1530.000
		Site total:	18664
	TARA 20		
		09-Oct-17	1489.000
		17-Oct-17	684.000
		27-Oct-17	1734.000
		06-Nov-17	1075.000
		13-Nov-17	1734.000
		20-Nov-17	2000.000
		28-Nov-17	1013.000
		01-Dec-17	1447.000
		06-Dec-17	1368.000
		11-Dec-17	1241.000
		15-Dec-17	1265.000
		21-Dec-17	1664.000
		27-Dec-17	1270.000
		Site total:	17984
		Alk Aquit 25 Total:	36648
Bioxide			
	N2B (RTU #548)		
		25-Oct-17	2598.000
		29-Dec-17	2957.000
		Site total:	5555
	N7A (RTU #554)		
		25-Oct-17	300.000
		Site total:	300
	RIVER WOODS / RW2 (RTU #569)		
		10-Nov-17	725.000
		Site total:	725
	SAMOSET 4		
		10-Nov-17	830.000
		Site total:	830
		Bioxide Total:	7410
Bioxide Plus 71			
	30EE		
		22-Dec-17	1200.000

		Site total: 1200
31A (RTU #126)		
	22-Dec-17	500.000
		Site total: 500
37A (RTU #302)		
	11-Oct-17	1100.000
	28-Nov-17	2250.000
		Site total: 3350
5 (RTU #71)		
	03-Oct-17	2900.000
	12-Oct-17	2715.000
	20-Oct-17	3900.000
	03-Nov-17	1940.000
	05-Nov-17	3900.000
	16-Nov-17	1475.000
	24-Nov-17	3100.000
	30-Nov-17	3900.000
	11-Dec-17	3900.000
	16-Dec-17	3900.000
		Site total: 31630
6A - RTU136		
	18-Oct-17	800.000
		Site total: 800
8D (RTU #225)		
	08-Nov-17	1325.000
	12-Dec-17	1210.000
		Site total: 2535
9D (RTU #226)		
	22-Dec-17	300.000
		Site total: 300
ARNOLD PALMER GREEN PS#2-RTU #626		
	18-Oct-17	200.000
	05-Dec-17	500.000
		Site total: 700
CC8 (COLONY COVE #8) (RTU #524)		
	12-Oct-17	1185.000
	05-Dec-17	910.000
		Site total: 2095
GREENBROOK #2 (RTU #620)		
	03-Oct-17	300.000
		Site total: 300
GREYHAWK LANDINGS #3 (RTU #637)		
	08-Dec-17	1550.000
		Site total: 1550
LAKEWOOD RANCH TWN CNTR 4		
	03-Oct-17	270.000
	18-Oct-17	350.000
	21-Nov-17	340.000
		Site total: 960
LS #15		
	03-Oct-17	130.000
	03-Nov-17	1400.000
	08-Dec-17	1354.000
		Site total: 2884
LWR REPUMP		
	18-Oct-17	600.000
	14-Nov-17	750.000
	21-Nov-17	600.000
	13-Dec-17	950.000
		Site total: 2900
MANATEE WOODS (SERENDIPITY) (RTU #319)		

	28-Nov-17	950.000
		Site total: 950
MILL CREEK 2 (RTU #358)		
	08-Nov-17	460.000
		Site total: 460
MILL CREEK 4 (RTU #374)		
	03-Oct-17	450.000
	16-Nov-17	525.000
	22-Dec-17	300.000
		Site total: 1275
OAKLEAF 2 PS		
	08-Dec-17	531.000
		Site total: 531
PERICO ISLAND (RTU #207)		
	03-Nov-17	480.000
		Site total: 480
RIVER CLUB #5 (RTU #364)		
	13-Dec-17	1550.000
		Site total: 1550
RIVERDALE 1 PS		
	16-Nov-17	1900.000
		Site total: 1900
SABAL HARBOR 2		
	13-Dec-17	1300.000
		Site total: 1300
SAMOSET 1 (RTU #308)		
	18-Oct-17	1150.000
	06-Nov-17	950.000
	05-Dec-17	2500.000
		Site total: 4600
SAMOSET 2		
	22-Dec-17	600.000
		Site total: 600
SONOMA		
	08-Dec-17	465.000
		Site total: 465
TARA 351 / TARA #4 (RTU #351)		
	03-Oct-17	350.000
	08-Nov-17	125.000
		Site total: 475
TARA 354 / TARA #5 (RTU #354)		
	12-Oct-17	192.000
	08-Nov-17	1190.000
		Site total: 1382
WATERFORD LS		
	14-Nov-17	1000.000
		Site total: 1000
WILDEWOOD SPRINGS 2 LS		
	13-Dec-17	600.000
		Site total: 600
		Bioxide Plus 71 Total: 69272

Odophos

15D (RTU #218)		
	08-Nov-17	1325.000
	18-Dec-17	1100.000
		Site total: 2425
40A (RTU #429)		
	05-Oct-17	1074.000
	23-Oct-17	1118.000
	31-Oct-17	1614.000

08-Nov-17	215.000
16-Nov-17	200.000
22-Nov-17	600.000
27-Nov-17	1124.000
05-Dec-17	300.000
18-Dec-17	2355.000
28-Dec-17	300.000

Site total: 8900

KAY RD (#10) (RTU #328)

05-Oct-17	410.000
23-Oct-17	530.000
08-Nov-17	530.000
22-Nov-17	530.000
05-Dec-17	310.000
18-Dec-17	365.000
28-Dec-17	330.000

Site total: 3005

PET MILK (RTU #470)

05-Oct-17	480.000
23-Oct-17	930.000
08-Nov-17	440.000
22-Nov-17	280.000
05-Dec-17	580.000
18-Dec-17	680.000
28-Dec-17	630.000

Site total: 4020

Odophos Total: 18350

PRI-SC Hydrogen Peroxide 50%

NIH (RTU #513)

03-Nov-17	2104.000
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Site total: 2104

PRI-SC Hydrogen Peroxide 50% Total: 2104

PRI-SC Odophos

JAIL / STOCKADE

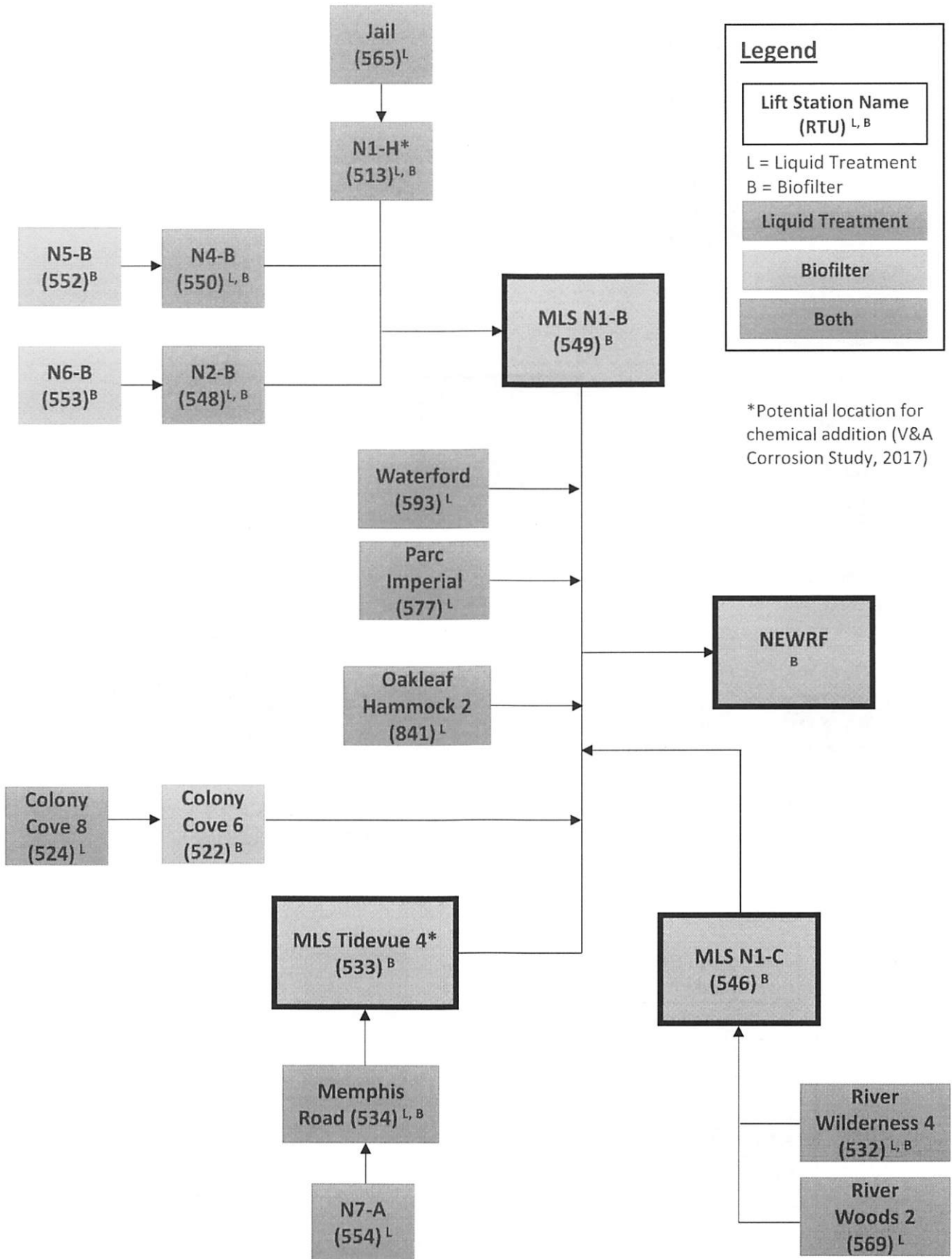
11-Oct-17	1989.000
23-Oct-17	2030.000
21-Nov-17	2500.000

Site total: 6519

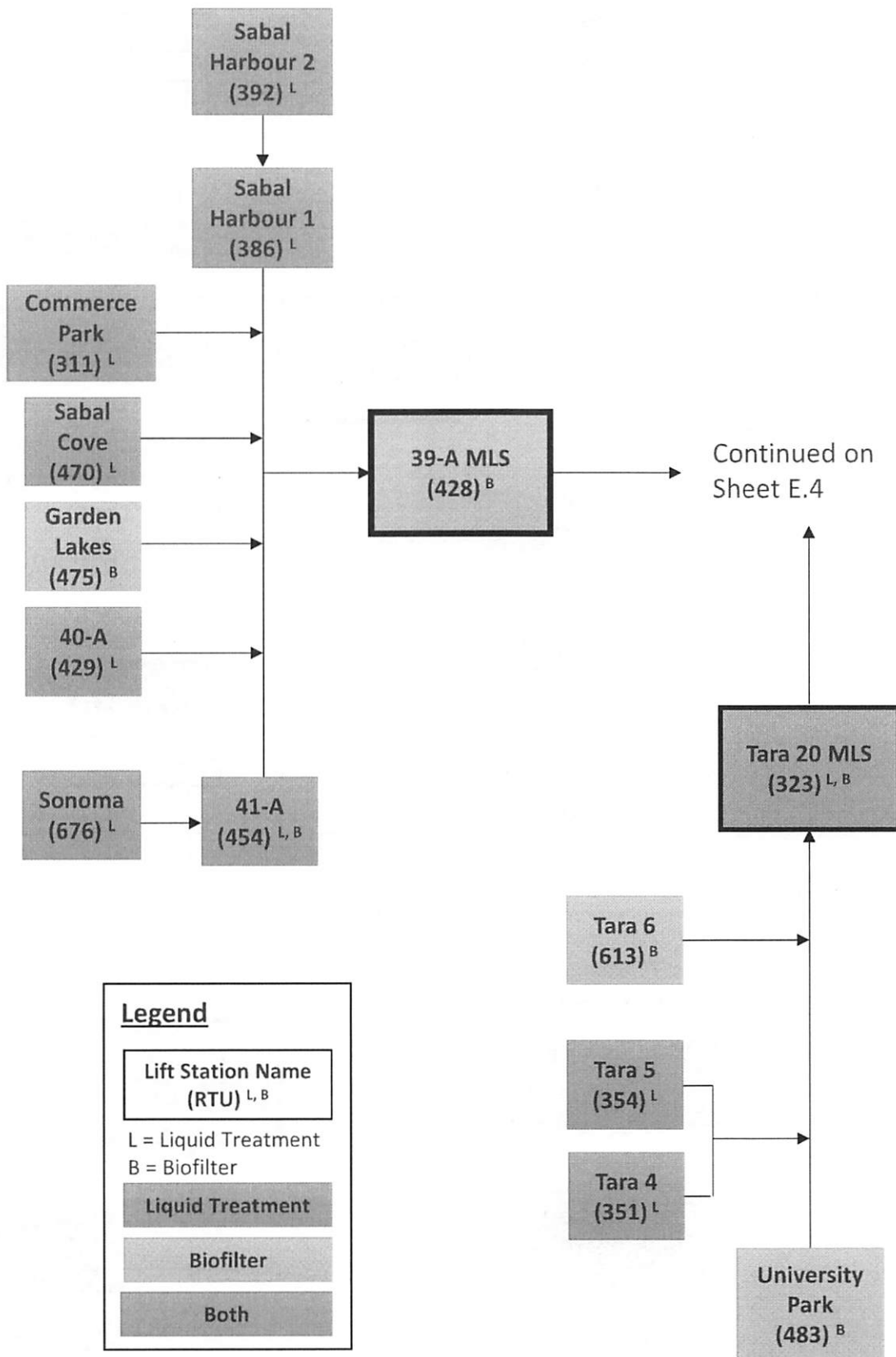
PRI-SC Odophos Total: 6519

**ATTACHMENT H
SERVICE AREA SCHEMATICS**

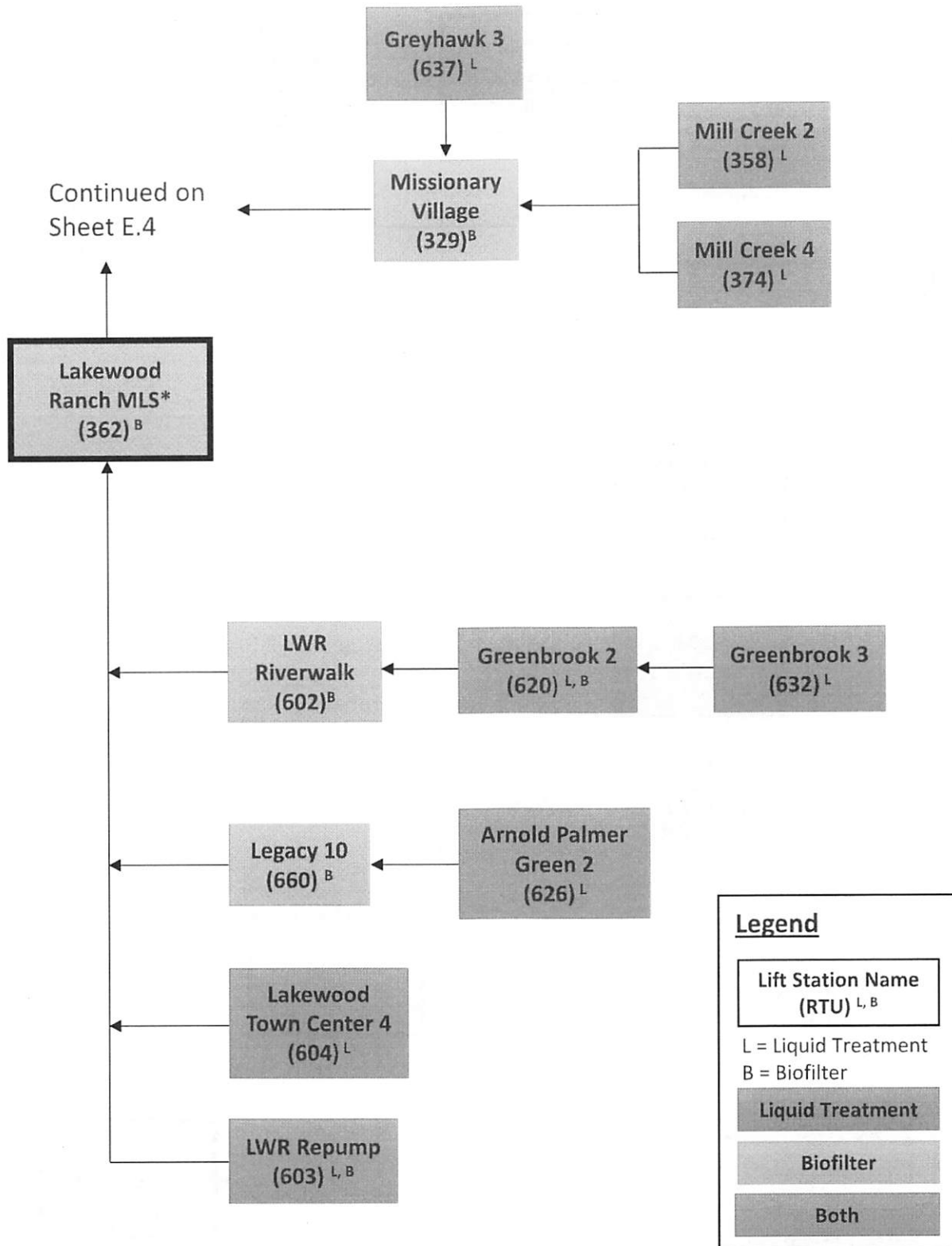
Odor/Corrosion Control Service Area)



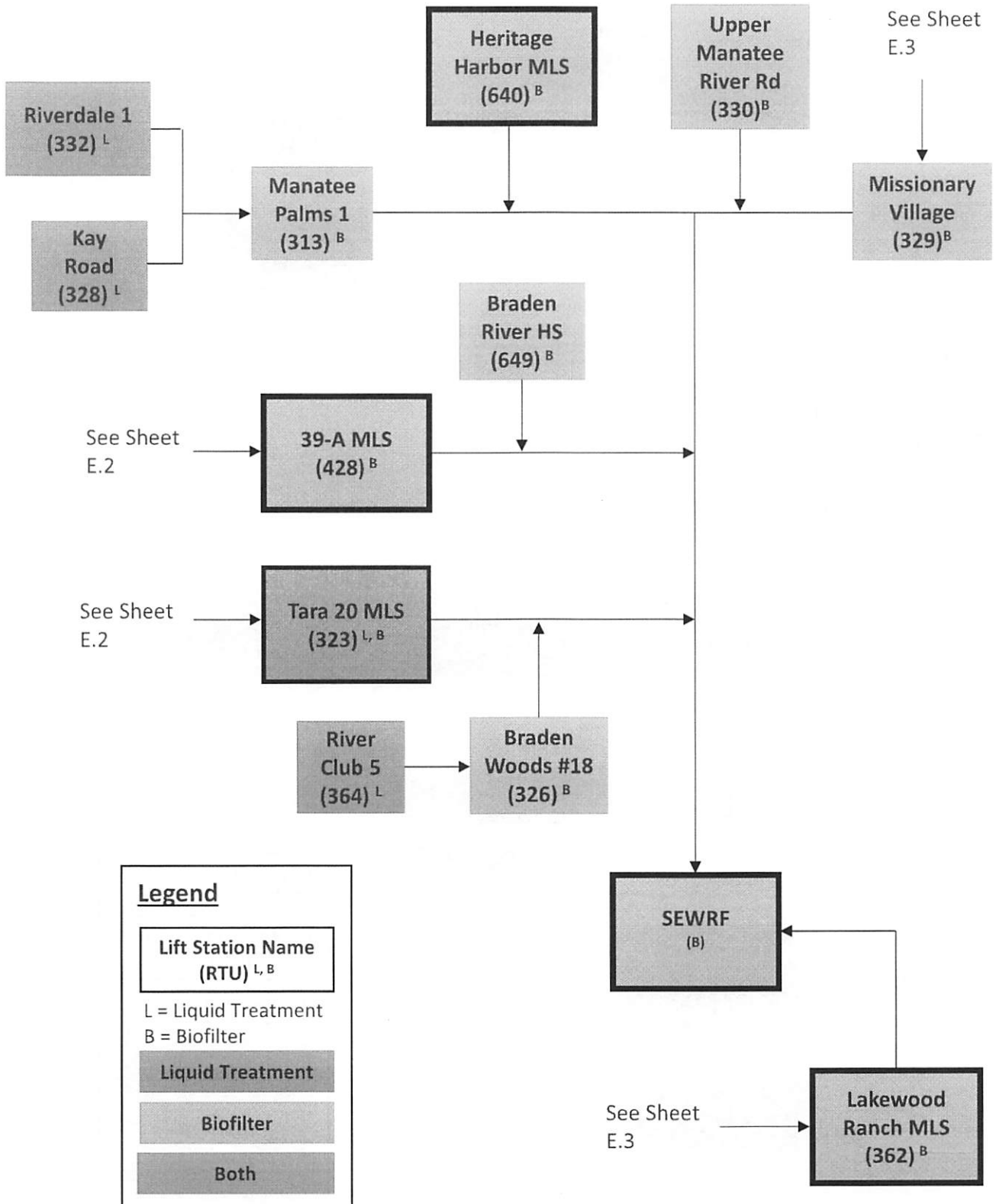
Odor/Corrosion Control Schematic (Southeast Service Area)



Odor/Corrosion Control Schematic (Southeast Service Area)



Odor/Corrosion Control Schematic (Southeast Service Area)



Legend

Lift Station Name (RTU)^{L, B}

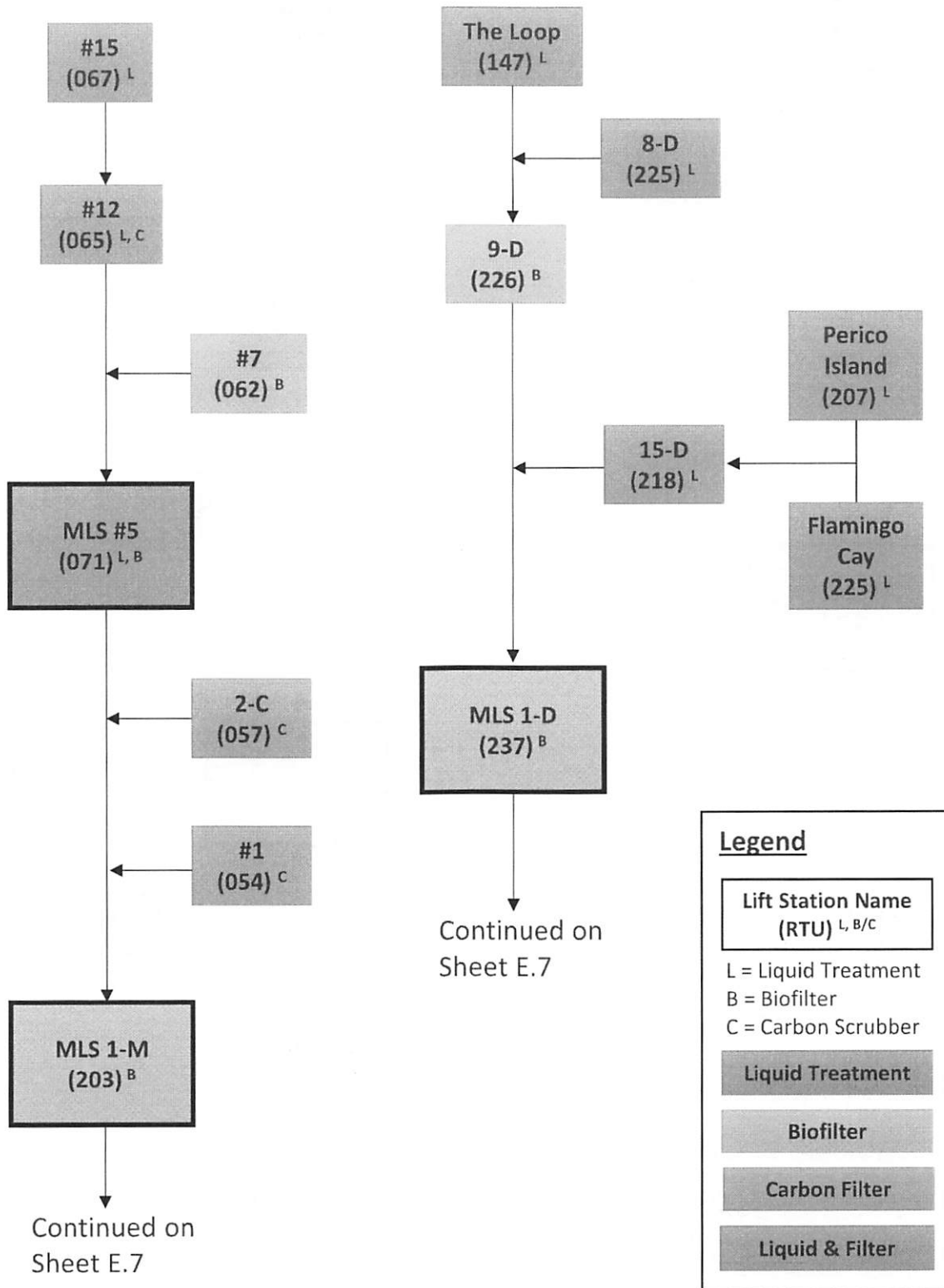
L = Liquid Treatment
B = Biofilter

Liquid Treatment

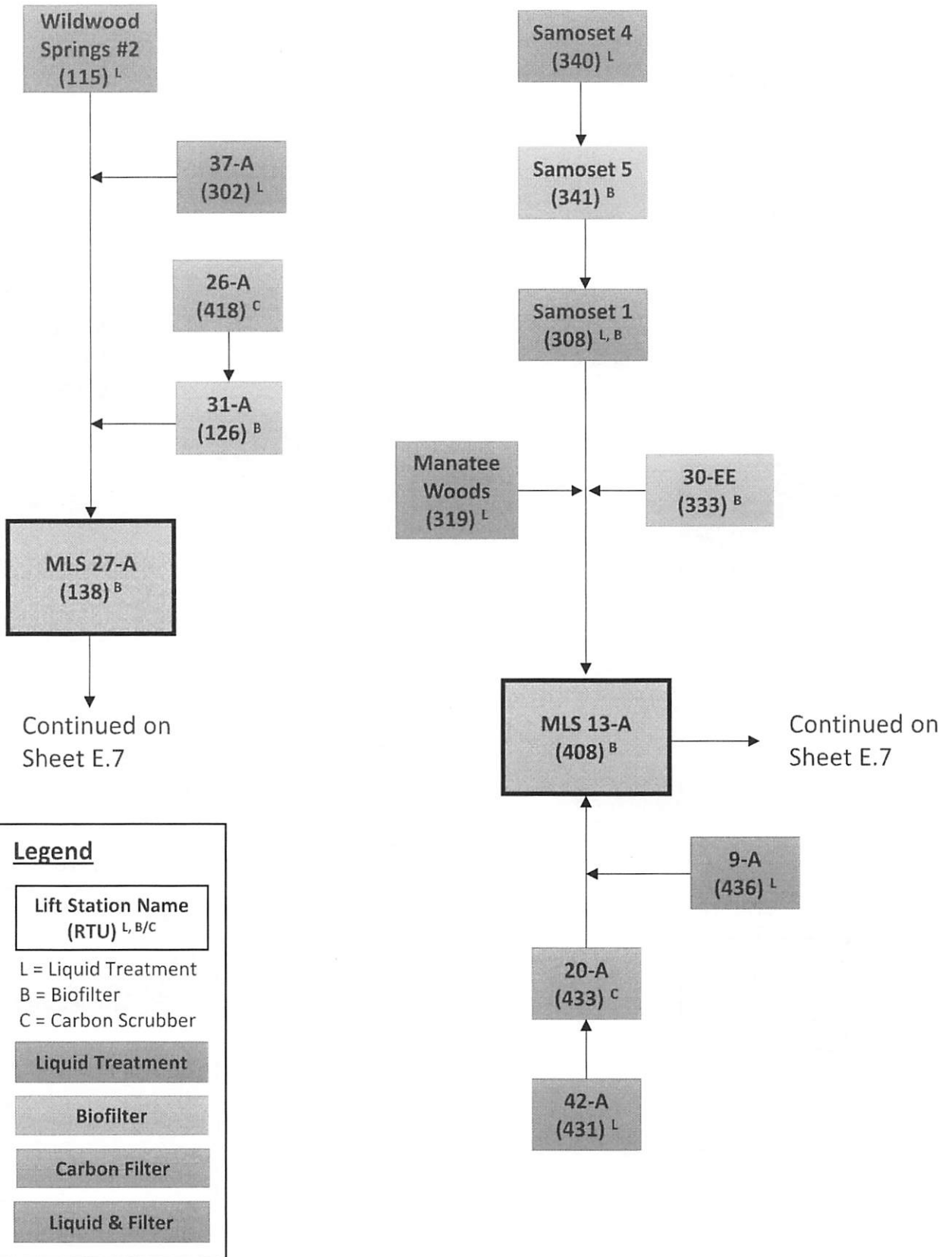
Biofilter

Both

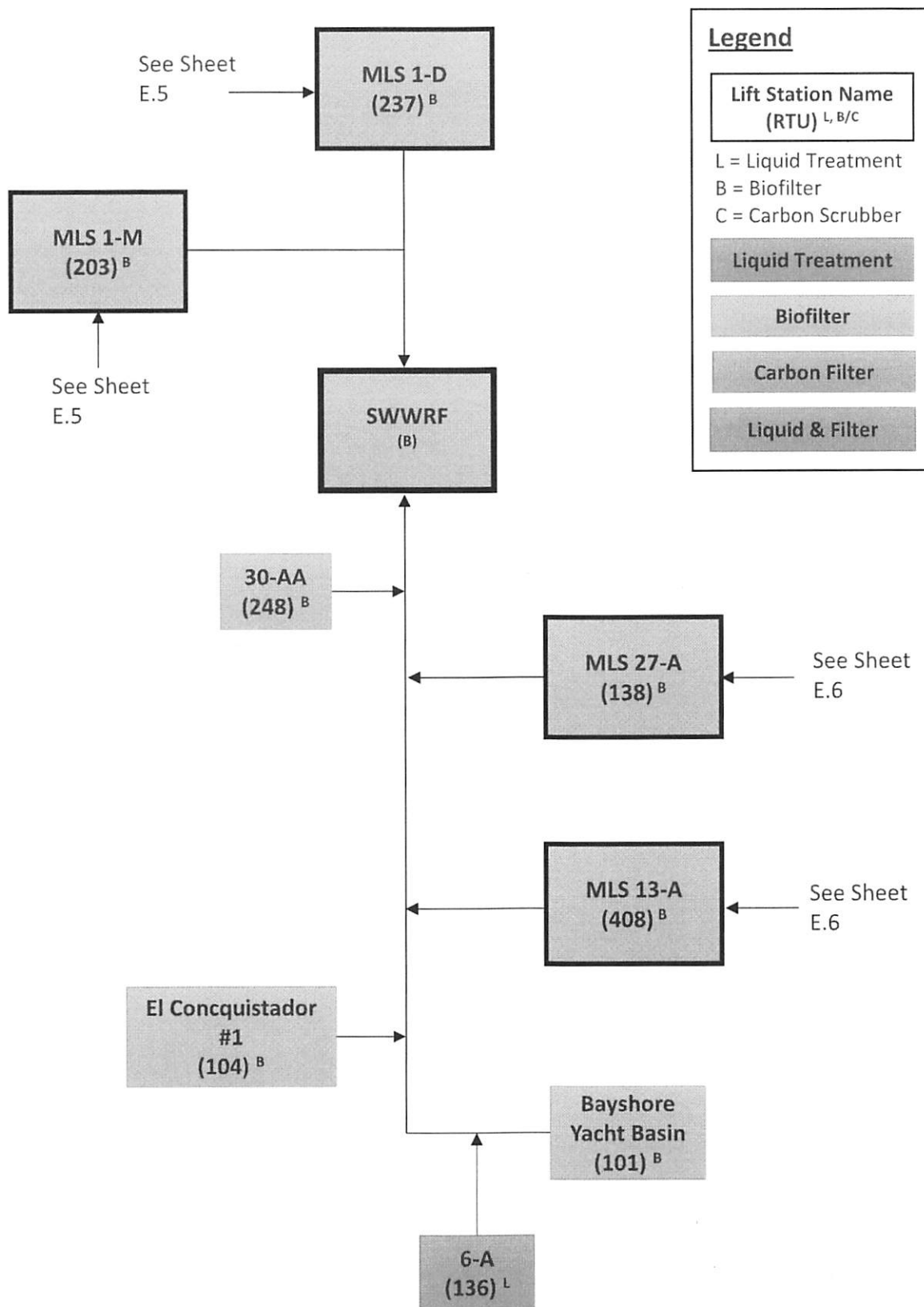
Odor/Corrosion Control Schematic (Southwest Service Area)



Odor/Corrosion Control Schematic (Southwest Service Area)



Odor/Corrosion Control Schematic (Southwest Service Area)



May 22, 2018 - Regular Meeting
Agenda Item #24

Approved in Open Session 5/22/18,
Manatee County
Board of County Commissioners

Subject

Request for Proposals No.18-TA002693AJ Corrosion and Odor Control Services

Briefings

None

Contact and/or Presenter Information

Contact: Abigail Jenkins, Financial Management Department, Procurement Division, Ext. 3062

Presenter: Jeff Goodwin, Deputy Director Utilities, Utilities Department, ext.5235

Action Requested

Authorization to award five-year agreements for Corrosion and Odor Control Services to Evoqua Water Technologies and Premier Magnesia, LLC for a combined not-to-exceed amount of \$2,985,740.

Authorize the County Administrator, or designee, to execute the Agreements.

Enabling/Regulating Authority

Manatee County Code of Laws

Background Discussion

On March 8, 2018, the County advertised Request for Proposals (RFP) No.18-TA002693AJ for Corrosion and Odor Control Services. Two responsive and responsible proposals were received from Evoqua Water Technologies, Sarasota, Florida, and Premier Magnesia, LLC, Tampa, Florida. Proposals were evaluated based upon the criteria in the RFP. The maximum possible technical score was 75. The scores for the firms are as follows:

Firm	Score
Evoqua Water Technologies	73
Premier Magnesia	68

The cost submitted by each firm varies based on the product used. Staff negotiated Agreements with Evoqua Water Technologies and Premier Magnesia, LLC that resulted in contract award to both companies. Evoqua Water Technologies will be the primary contractor to manage the scope of work for calcium nitrate processes and vapor phase treatment processes, and Premier Magnesia will be the primary contractor managing the scope of work for the magnesium hydroxide treatment process. The Agreements staff is presenting to the Commission are for a total not-to-exceed annual amount of \$2,985,740 combined. Each Agreement is for one year with the option to renew for an additional four years.

Individual Annual Contract value:

Evoqua Water Technologies: \$2,000,000

Premier Magnesia, LLC: \$985,740

Manatee County Government Administrative Center
Commission Chambers, First Floor
9:00 a.m. - May 22, 2018

The Utilities Department has need for odor and corrosion control services throughout the wastewater system and requires a comprehensive service approach to address the entire system. The contractors will provide 24-hour maintenance and emergency response for odor and corrosion control services for approximately 100 equipment applications installed in the County's waste water system that encompasses over 650 lift stations, three water reclamation facilities, and a thermal bio-solids dryer. Pursuant to the agreement, the contractors will furnish all necessary personnel, materials, supplies, and transportation, including assistance with evaluating and diagnosing odor complaints and related odor issues and cost estimating, to establish objectives and monitoring programs to minimize odor and corrosion.

County Attorney Review

Not Reviewed (No apparent legal issues)

Explanation of Other

Reviewing Attorney

N/A

Instructions to Board Records

Copies of executed contracts to:

Evoqua Water Technologies - David Morano (david.morano@evoqua.com)

Premier Magnesia, LLC - David Pickard (dpickard@premiermagnesia.com)

Deputy Director Utilities Department - Jeff Goodwin (jeff.goodwin@mymanatee.org)

Procurement Division - Abigail Jenkins (abigail.jenkins@mymanatee.org)

Distributed 5/29/18, RT

Cost and Funds Source Account Number and Name

\$2,985,740. Utility rates in various accounts in the Utility Dept, 401 -0010101 Southwest Water Reclamation Facility; 401-0010102 Southeast Water Reclamation Facility; 401-0010103 North Regional Water Reclamation Facility; 401001300 Lift Stations

Amount and Frequency of Recurring Costs

N/A

Attachment: 18-TA002693AJ_Prof Agree Premier Magn 05102018.pdf

Attachment: Manatee County 18-TA002693AJ Contract 5-10-18 (003) Evoqua.pdf

Attachment: Odor Corrosion Memo 2018.pdf