

**AGREEMENT FOR
ODOR AND CORROSION CONTROL SERVICES**

THIS AGREEMENT, made and entered into this 20th day of 09, 2021 is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Evoqua Water Technologies LLC, a Delaware limited liability company authorized to transact business in Florida ("Contractor")**, whose address is **2650 Tallevast Road, Sarasota, Florida 34243, Phone: 941-359-7930, Email: municipalservices@evoqua.com**.

WHEREAS, the City and the Contractor wish to enter into an Agreement for **ODOR AND CORROSION CONTROL SERVICES** in accordance with the City of Tampa Agreement in response to Request for Proposal No. 52111317 between the Contractor and the City of Tampa ("Master Agreement") dated **February 21, 2018**;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. This Agreement shall commence on 9/20th, 2021 for the initial term ending on February 17, 2023. The City reserves the right to extend the Agreement for five (5) additional one-year terms, provided the City of Tampa extends the Master Agreement.

2. Except with regard to the proposal solicitation process, the terms "City of Tampa," or "Purchaser," as set forth in the Master Price Agreement, where the context permits, shall mean the City.

3. Notice to the City shall be as follows:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 33301-1016

With a copy to:

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, Florida 3301-1016

4. The Contractor's Quote to the City, dated October 22, 2020, is attached hereto and incorporated herein.

5. The City's General Terms and Conditions and Insurance requirements are incorporated herein.

6. In the event of a conflict between or among the contract documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement for **ODOR AND CORROSION CONTROL SERVICES**.
- B. Second, the City's General Conditions and Insurance Requirements.
- C. Third, the Master Price Agreement.

7. The City may cancel this Agreement upon written notice to the Contractor in the event the Contractor fails to perform the services as described in this Agreement within 30 days following written notice to the Contractor.

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IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST: [Signature]

Jeffrey A. Modarelli, City Clerk



CITY OF FORT LAUDERDALE

By: [Signature]
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: September 20, 2021

Approved as to form:
By: [Signature]
Rhonda Montoya Hasan
Assistant City Attorney

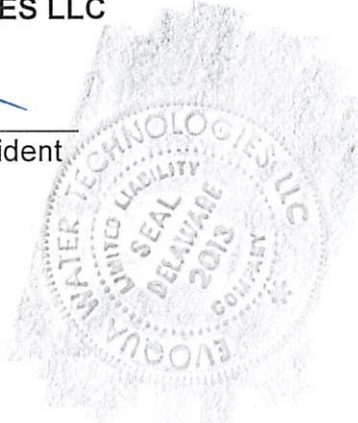
WITNESSES:

[Signature]
Signature
CAROL M. Miller
Print Name

[Signature]
Signature
Peggy Heminger
Print Name

EVOQUA WATER TECHNOLOGIES LLC

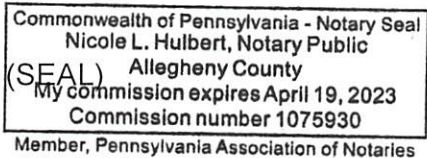
By: [Signature]
Ben Stas, Executive Vice President



(Corporate Seal)

STATE OF Pennsylvania :
COUNTY OF Allegheny :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1th day of September, 2021, by Ben Stas as Executive Vice President for Evoqua Water Technologies LLC, a Delaware limited liability company authorized to transact business in Florida.



[Signature]
Notary Public, State of Pennsylvania
(Signature of Notary Public)
NICOLE L. HULBERT
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification
Type of Identification Produced drivers license



Ministry of Education, Higher Education and Scientific Research
Alexandria University
Faculty of Education
Alexandria, Egypt
Commission number 10/2013
My commission expires April 1st, 2014
Alexandria, Egypt

Alexandria, Egypt

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) day notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial Agreement or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: September 14, 2021

11
Labokoz

DOCUMENT TITLE: AGREEMENT FOR ODOR AND CORROSION CONTROL SERVICES WITH EVOQUA WATER TECHNOLOGIES LLC

COMM. MTG. DATE: 9/9/21 CAM #: 21-0675 ITEM #: CP-1 CAM attached: YES NO

Routing Origin: ___ Router Name/Ext: Claudelle/x5141 Action Summary attached: YES NO

CIP FUNDED: YES NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? YES NO # of originals attached: 1

Is attached Granicus document Final? YES NO Approved as to Form: YES NO

Date to CCO: 9/16/21 RMH PhA
Attorney's Name Initials

2) City Clerk's Office: # of originals: 1 Routed to: Donna / Aimee Date: 9/16/2021

3) City Manager's Office: CMO LOG #: Sep 29 Document received from: _____

Assigned to: CHRIS LAGERBLOOM CHRIS LAGERBLOOM as CRA Executive Director
TARLESHA SMITH GREG CHAVARRIA

APPROVED FOR C. LAGERBLOOM'S SIGNATURE N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith _____ (Initial/Date) PER ACM: G. Chavarria _____ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to Mayor CCO Date: 9/20/21

4) Mayor/CRA Chairman: Please sign as indicated. Forward ___ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward 1 originals to CAO for FINAL APPROVAL Date: 9/20/2021

6) CAO forwards ___ originals to CCO

7) City Clerk: Scan original and forwards ___ originals to: Claudelle Rose/x5141 (Name/Dept/Ext)

Attach ___ certified Reso # ___ YES NO

Original Route form to Glynis - CAO/Dept.
TM # 21-1018