

**AGREEMENT FOR
ODOR AND CORROSION CONTROL SERVICES**

THIS AGREEMENT, made and entered into this _____ day of _____, 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 _____, 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:

CITY OF FORT LAUDERDALE

Jeffrey A. Modarelli, City Clerk

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

Date: _____

Approved as to form:

By: _____
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:

EVOQUA WATER TECHNOLOGIES LLC

Signature

By: _____
Ben Stas, Executive Vice President

Print Name

Signature

Print Name

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

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

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

Personally Known ____OR Produced Identification _____

Type of Identification Produced _____

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.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS for PIGGYBACK AND CO-OP CONTRACTS**

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 **DELIVERY:** Time will be of the essence for any orders placed as a result of this Invitation to Bid. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 **PACKING SLIPS:** It will be the responsibility of the Contractor to attach all packing slips to the **OUTSIDE** of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 **PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 **MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a “Women Owned or Controlled Business” is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) “Small Business” means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.06 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of any contract for goods or services of \$1 million or more and as a condition precedent to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2020), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount

and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Agreement, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Agreement, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Agreement as surety for faithful performance under the terms and conditions of the Agreement. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Agreement.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this Agreement. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND AGREEMENT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Agreement specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Agreement shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Agreement, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City

representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Agreement, and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City, to cancel the Agreement by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current

fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this Agreement. The Contractor shall retain all books of account, reports, and records relating to this Agreement for the duration of the Agreement and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the Agreement are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all federal, state, local and municipal laws, ordinances rules and regulations that would apply to this Agreement.

4.14 NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, age, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised ("Section 2-187").

2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.15 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the Agreement occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The Agreement can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.

3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the Agreement to relieve Contractor of a legitimate obligation under the Agreement, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

4.16 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.17 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention,

process, or article manufactured or used in the performance of the Agreement, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.18 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Agreement without the prior written consent of the City. The Agreement and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.19 GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL: The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

4.20 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

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

4.21 WARRANTIES OF USAGE: Any quantities listed in this Agreement are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

AGREEMENT FOR ODOR AND CORROSION CONTROL SERVICES

This Agreement for Odor and Corrosion Control Services hereinafter referred to as the "Agreement" made and entered into at Tampa, Florida, this 21st day of February, 2018, by and between the City of Tampa, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City", the address of which is the Municipal Office Building being at 306 E. Jackson Street, 2E, Tampa, Florida 33602 and Evoqua Water Technologies LLC, hereinafter referred to as "Contractor", the address of which is 2650 Tallevast Road, Sarasota, Florida 34243.

In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors, and assigns, as follows:

FIRST:

Contractor shall at its own cost and expense furnish all material, equipment, tools, and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike manner the following scope of services as specified in the Contract Documents consisting of this Agreement and:

1. City's Request for Proposals (RFP) #52111317 for Odor and Corrosion Control Services, including but not limited to, the Scope of Services, General Conditions, Addendum No. 1, Addendum No. 2, Insurance Requirements, and any and all attachments
2. Contractor's Proposal in response to RFP #52111317 for Odor and Corrosion Control Services, including but not limited to, Contractor's Proposer's Affidavit, Contractor's Proposal Signature Form, Contractor's Cost Proposal
3. Insurance Requirements

This Agreement and the other Contract Documents shall, to the extent possible, be interpreted as consistent among each other. If there is any inconsistent provision, the terms and conditions of this Agreement shall have precedence over the other Contract Documents, and the other Contract Documents shall have precedence in the order of priority listed above with the first listed document having the highest priority among the other Contract Documents.

SECOND:

This contract shall commence immediately upon the execution of this Agreement by both parties and shall continue through completion of the contract in accordance with the Contract Documents subject to the termination provisions therein. The initial term of this contract shall be for five (5) years with an option to extend the contract for five (5) additional one-year terms upon mutual agreement of the parties.

The City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions herein. Notice of the City's intent to renew shall be provided by the City in writing to Contractor prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

THIRD:

Upon the faithful performance of the contract work provided by Contractor, City shall pay Contractor for work performed and labor furnished at the prices set forth in Contractor's Proposal

FOURTH:

Contractor shall comply with the Florida public records law (Chapter 119, Florida Statutes), including Section 119.0701, Florida Statutes, if such laws are applicable to the Contractor's performance under this Agreement.

FIFTH:

Contractor releases and agrees to defend, indemnify and hold harmless the City, its officers, elected and appointed officials, employees, and/or agents (collectively, "City Indemnified Parties") from and against any and all losses, liabilities, damages, penalties, settlements, judgments, charges, or costs (including without limitation attorneys' fees, professional fees, or other expenses) of every kind and character arising out of any and all claims, liens, demands,

obligations, actions, proceedings or causes of action of every kind and character cause by or resulting from, directly or indirectly, in whole or in part, by any act, negligence, recklessness, wrongful misconduct, omission or other conduct of Contractor or any tier of subcontractor/subconsultant/supplier, agent, employee, or anyone for whom Contractor may be liable, in connection with, arising directly or indirectly out of the execution or performance of the obligations assumed under or incidental to this contract hereof (singularly or collectively "Claims"), even if it is alleged that the City Indemnified Parties were negligent, unless such injuries or damages are ultimately proven to be solely the result of grossly negligent or willful acts or omissions on the part of the City Indemnified Parties. Without limiting the generality of the foregoing, any and all such Claims, including but not limited to personal injury, disease, sickness, death, damage to property, natural resources, or the environment (including destruction or loss of use, costs of hazardous or toxic substance cleanup and disposal), defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of common law, any applicable law, statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder and, to the extent required, the defined term "Claims". Contractor further agrees to investigate, handle, respond to, provide defense (including without limitation attorney fees, paralegal fees, and expert fees to and through appellate, supplemental, or bankruptcy proceedings) for and defend any such Claim at its sole cost and expense through counsel approved in writing by the City and agrees to bear all other costs and expenses related thereto, even if the Claims are groundless, false, or fraudulent. Contractor shall advance or promptly reimburse to a City Indemnified Party any and all costs and expenses incurred by such City Indemnified Party in connection with investigating, preparing to defend, settling, or defending any legal proceeding for which the City Indemnified Party is entitled to indemnification hereunder. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage.

The parties agree that to the extent the written terms of this indemnification are deemed by a court of competent jurisdiction to be in conflict with any provisions of Florida law, in particular Sections 725.06 and 725.08, Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws and to contain such limiting conditions or limitations of liability, or to not contain any unenforceable or prohibited term or terms, such that this indemnification shall be enforceable in accordance with and to the maximum extent permitted by Florida law. Further, whenever there appears in this contract (or any other documents made a part hereof) an indemnification within the purview of Section 725.06, Florida Statutes, the monetary limitation on the extent of the indemnification under such provision shall be \$1 Million Dollars or a sum equal to the total contract price, service cost, or project value whichever is greater.

The obligation of Contractor under this Section is absolute and unconditional; it is not conditioned in any way on any attempt by a City Indemnified Party to collect from an insurer any amount under a liability insurance policy, and is not subject to any set-off, defense, deduction, or counterclaim that the Contractor might have against the City Indemnified Party. The duty to defend hereunder is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Successful Proposer, the City, and any City Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Contractor's defense and indemnity obligations hereunder will survive the expiration or earlier termination of this contract.

Contractor agrees and recognizes that the City Indemnified Parties shall not be held liable or responsible for any Claims which may result from any actions or omissions of Contractor in which the City Indemnified Parties participated either through providing data or advice and/or review or concurrence of Contractor's actions. In reviewing, approving or rejecting any submissions by Contractor or other acts of Contractor, the City in no way assumes or shares any responsibility or liability of Contractor or any tier of subcontractor/subconsultant/supplier, under this contract.

In the event the law is construed to require a specific consideration for such indemnification, the parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnification and the providing of such indemnification is deemed to be part of the specifications with respect to the services provided by the Contractor.

SIXTH:

Contractor shall not transfer or assign this contract without the prior written approval of City; and, during the progress of the work, Contractor shall comply with all applicable Federal, State, County and City laws, ordinances, codes, rules and regulations.

SEVENTH:

Contractor shall purchase and maintain at all times during the Term of this Agreement policies of Insurance in accordance with the provisions of the City's RFP #52111317, Exhibit I - City of Tampa Insurance Requirements.

EIGHTH:

Time is of the essence in performance of this contract. Contractor specifically agrees that all work performed under the terms and conditions of the Contract Documents shall be completed within the time limits set forth in the Contract Documents.

NINTH:

Unless this Agreement expressly provides otherwise or permits it to be given orally, each notice, demand, request, approval, statement, and other communication required or permitted by this Agreement will be valid only if it is (1) in writing (whether or not the applicable provision states that it must be in writing), (2) delivered in person or by telecopy, commercial courier, or first-class, postage prepaid, United States mail (certified or registered), and (3) addressed by the sender to the intended recipient as follows:

With copies to:

(a) If to the City:

Mr. Eric Weiss
Wastewater Department
2545 Guy Verger Blvd
Tampa, Florida 33605
(813) 274-8039 (telephone)

with a copy to:

City of Tampa Attorney
City Attorney's Office
315 E. Kennedy Boulevard
5th Floor - City Hall
Tampa, Florida 33602
(813) 274-8996 (telephone)
(813) 274-8809 (telecopy)

(b) If to the Contractor:

Ms. Jennifer R. Miller, Vice President
2650 Tallevast Road
Sarasota, Florida 34243
(941) 359-7930 (telephone)

A validly given notice, consent, demand, approval, statement, or other communication (other than checks and other forms of payment) will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the fifth (5th) day after it is postmarked by the United States Postal Service, if delivered by postage prepaid, United States mail. Each party promptly shall notify the other party of any change in its mailing address or telecopy number for notices.

TENTH:

The laws of the State of Florida govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. The parties hereto submit to the exclusive jurisdiction and venue of the state and federal courts located in Hillsborough County, Florida.

ELEVENTH:

The parties may execute this Agreement in counterparts. Each executed counterpart of this Agreement shall constitute an original document. All executed counterparts, together, shall constitute the same agreement.

TWELFTH:

This Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

THIRTEENTH:

A waiver of any provision of this Agreement shall be valid and effective only if it is in writing and signed by or on behalf of the party granting the waiver. No delay or course of dealing by a party to this Agreement in exercising a power, right, or remedy under this Agreement will operate as a waiver of any power, right, or remedy of that party, except to the extent expressly set forth in a writing signed by or on behalf of that party. In addition, the written waiver by a party of a power, right, or remedy under any provision of this Agreement will not constitute a waiver of any succeeding exercise of the power, right, or remedy or a waiver of the provision itself. Any waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

FOURTEENTH:

Any term, condition, covenant, or obligation which requires performance by a party subsequent to the termination of this Agreement, including, but not limited to audit rights and indemnification, shall remain enforceable against such party subsequent to such termination.

FIFTEENTH:

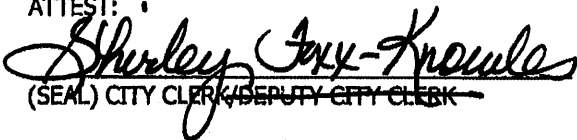
If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated. Upon such determination that any term or other provision is invalid, void or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SIXTEENTH:

Contractor shall abide by, comply with, duly perform, and be bound by each and every one of the terms, provisions, and conditions contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have duly executed three (3) duplicate originals of this Agreement on the date set forth above.

ATTEST:


(SEAL) CITY CLERK/DEPUTY CITY CLERK


CITY OF TAMPA

By: 
BOB BUCKHORN, MAYOR

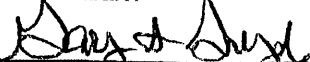
APPROVED AS TO FORM:


MARCELA T. HAMILTON
ASSISTANT CITY ATTORNEY

EVOQUA WATER TECHNOLOGIES LLC.

By: 
JENNIFER R. MILLER

TITLE: VICE PRESIDENT

WITNESS: 

WITNESS: 

*Agmt
Bid*

RESOLUTION NO. 2018- 149

A RESOLUTION APPROVING THE PROPOSAL OF EVOQUA WATER TECHNOLOGIES LLC; APPROVING AN AGREEMENT BETWEEN THE CITY OF TAMPA AND EVOQUA WATER TECHNOLOGIES LLC FOR THE PROVISION OF ODOR AND CORROSION CONTROL SERVICES FOR THE NET AMOUNT AS PROPOSED AND AGREED UPON IN THE ESTIMATED AMOUNT OF \$26,260,840; AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA:

Section 1. That the proposal of Evoqua Water Technologies LLC, for the furnishing of:

Odor and Corrosion Control Services
RFP #52111317
Estimated Expenditure: \$26,260,840

Such proposal being the best received therefor, is hereby approved; and the Director of Purchasing is hereby authorized to purchase it.

Section 2. That the Agreement between the City of Tampa and Evoqua Water Technologies, LLC, a copy of which is attached hereto and made part hereof, is authorized and approved in its entirety or in a form substantially similar thereof. The term of the Agreement shall be for a five-year period, and may be renewed on the same terms and conditions for five additional one-year periods.

Section 3. This will provide \$5,252,168 in FY2018, \$5,252,168 in FY2019 and \$5,252,168 in FY2020, \$5,252,168 in FY2021, \$5,252,168 in FY2022, subject to annual appropriation for the provision of Odor and Corrosion Control Services for use by the Wastewater Department from the Wastewater Operations Fund.

Section 4. That the Mayor of the City of Tampa is authorized and empowered to execute, and the City Clerk to attest and affix the official seal of the City of Tampa to, said Agreement on behalf of the City.

Section 5. That the other proper officers of the City of Tampa are authorized to do all things necessary and proper in order to carry out and make effective the provisions of this Resolution, which shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON FEB 15 2018

Lynne Cyani

CHAIR/CHAIR PRO-TEM CITY COUNCIL

ATTEST:

Shirley Fox-Kneels

CITY CLERK/DEPUTY CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
BY MARCELLA T. HAMILTON, ASSISTANT CITY ATTORNEY

X2018- 961



CITY OF TAMPA

Bob Buckhorn, Mayor

Purchasing Department

Gregory K. Spearman, CPPO, FCCM
Purchasing Director

February 20, 2018

Ms. Jennifer R. Miller
Evoqua Water Technologies LLC
2650 Tellevast Road
Sarasota, FL 34243

Dear Ms. Miller,

The award for RFP 52111317, Odor and Corrosion Control Services has been approved per City Council Resolution Number 2018-149 on February 15, 2018.

The initial term of this contract shall be five (5) years with an option to extend the contract for five (5) additional one-year terms upon mutual agreement of the parties. The approved expenditure for the initial first year is \$5,252,168.

If you have any questions, please call me at (813) 247-3451, ext. 55298.

Sincerely,

Karon Johnson, CPPB
Procurement Analyst

cc: Bid file
Penny

October 22, 2020

Mr. Justin Murray
City of Ft. Lauderdale
1765 SE 18th St
Fort Lauderdale, FL 33316
Phone: (954) 828-4122
Email: Jmurray@FortLauderdale.gov

**RE: ODOR AND CORROSION CONTROL BIOXIDE® FEED SYSTEMS
CITY OF FORT LAUDERDALE, FL – A, B, AND E REPUMP STATIONS
Evoqua Quote No. 2016-146338-R4**

Dear Mr. Murray,

Thank you for your interest in Evoqua Water Technologies LLC. We are pleased to submit the following proposal for the installation of three Bioxide® Chemical Feed and Storage Systems at the A Repump, B Repump, and E Repump Stations. These proposed feed systems will control odors and corrosion at the George T. Lohmeyer Wastewater Treatment Plant downstream, as well as control corrosion within the treated sections of the collection system.

Bioxide is a calcium nitrate solution containing a minimum of 3.5 pounds of nitrate-oxygen per gallon. Evoqua Water Technologies developed the Bioxide® Process in order to remove existing hydrogen sulfide at feed sites, as well as biochemically prevent the formation of additional hydrogen sulfide along the forcemains downstream of the chemical dosing points.

BACKGROUND

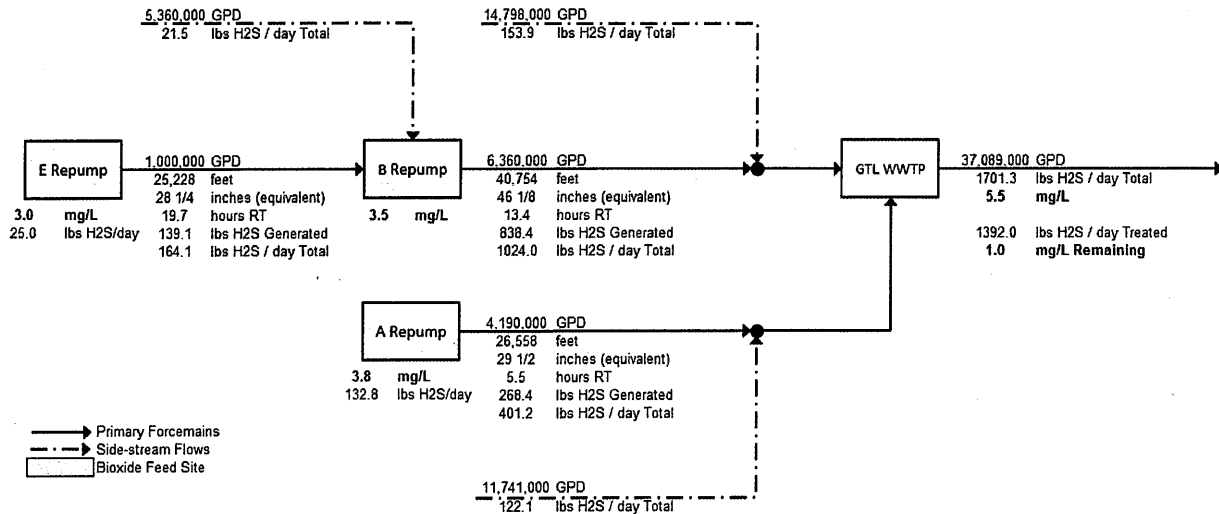


Figure 1 – Simplified line diagram of the collection system upstream of the GTL WWTP

We have investigated the collection system upstream of the GTL WWTP to provide an appropriate odor control solution for reducing sulfide levels at the plant. Using flow rates provided by the City, and grab samples from the GTL WWTP and its upstream lift stations, sulfide generation within the collection system

was modeled and a simplified line diagram is provided in the figure above. Based on the average daily flows and liquid sulfide data compiled in Figure 1, it is estimated to take a total of **2,535 – 2,805 GPD** Bioxide fed among the three upstream lift stations on a typical rain-free day. However, actual dose rates are likely to vary depending on the physical conditions and flow rates of your system.

By using our VersaDose® Advanced Dosing Controllers in this application, Evoqua will be able to implement rain curves which reduce Bioxide® feed rates by a programmed set-point during a high flow event. These high flow events are typically caused by rain and other I&I, which dilutes wastewater and reduces the need for chemical treatment at these times. Based on a historical average of 143 “rain days” per year for the City of Fort Lauderdale, and a chemical feed turndown of 75% of the dose set-point by the VersaDose® Control unit during high flow events, Evoqua anticipates up to 15% of annual chemical savings when compared to operation without any rain compensation.

Following start-up, Evoqua shall perform a complete optimization of the feed system, incrementally adjusting feed rates until the treatment objectives are met.

TREATMENT OBJECTIVE

Evoqua Water Technologies shall provide odor and corrosion control at the GTL WWTP by feeding Bioxide at the A Repump, B Repump and E Repump Stations. Bioxide shall be injected into the forcemain, and the feed system shall flow-pace using the lift station flow signal. Liquid phase hydrogen sulfide at the GTL WWTP shall be reduced to a level ≤ 1 mg/L while maintaining a nitrate residual under 2 mg/L at the control point.

SCOPE OF SERVICES

1. EQUIPMENT

Evoqua Water Technologies shall provide the following equipment:

- (3) High Density Cross Linked Polyethylene Chemical Storage Tanks, to be installed at the **A, B, and E** Repumps
- (3) Self Contained Dosing Skids with Dosing Pumps
- (3) VersaDose® LT Advanced Dosing Packages – The automation package will be programmed at the factory and can be optimized in the field to functionally control the dose rate from station flow signals.
- (3) Double-Wall Piping Assemblies
- (3) Pressure Transducer Tank Level Indicators with local and internet display
- (2) VaporLink® Remote H₂S Monitoring devices for rotational deployment at the control point every 90 days - Evoqua shall be responsible for the calibration and deployment of the VaporLink® units.
- (1) VaporLink® Antenna Kit which shall consist of:
 - (1) VaporLink® Signal Booster
 - (1) VaporLink® Antenna
- (1) SIM Card
- (3) All necessary piping and fittings for the installation

Evoqua Water Technologies retains ownership of all provided equipment. Evoqua will maintain spare parts for the equipment for emergency replacement.

2. CUSTOMER REQUIREMENTS

- Power – 15A / 120VAC / 1PH (provided within 10' of feed equipment)
- Secure Area – Standard 8' Fencing
- Tanker Access for chemical delivery
- Force Main injection points for chemical feed
- Potable Rinse Water

3. SCHEDULE

Evoqua can begin the program within 6 - 8 weeks of authorization to proceed after Evoqua contract approval and depending on scheduling.

4. PREVENTATIVE MAINTENANCE AND MONITORING SERVICES

As part of the full-service contract, an Evoqua service technician will visit the site on a monthly basis to perform routine maintenance on the dosing equipment, optimize chemical dosing, conduct compliance sampling and provide a written report. The following parameters will be measured:

- 1) Liquid Total Sulfide
- 2) Atmospheric Hydrogen Sulfide
- 3) Temperature
- 4) pH
- 5) Chemical residual
- 6) Chemical pump calibration
- 7) Tank Level

5. PRICE

Pricing is per the City of Tampa Odor and Corrosion Control Agreement, which the City is piggybacking:

BIOXIDE®: \$ 2.35 / gallon. Price includes delivery, Prepaid (PPD).

Equipment and Maintenance: Included in the price of chemical

This price does not include any applicable taxes.

The Terms and Conditions of the City of Tampa Agreement are considered part of this proposal and shall prevail.

Should a purchase order result from this proposal, please return the *entire* proposal, signed where indicated below, and address the order to:

Evoqua Water Technologies LLC
2650 Tallevast Road
Sarasota, FL 34243

Evoqua is committed to providing the highest standard of chemical quality and technical services in the industry. If the above proposal does not meet your application requirements, I would appreciate the opportunity to discuss alternatives with you.

If you have any questions, please do not hesitate to contact me at (951) 326-7415.

Sincerely,

Eric Hansen

Eric C. Hansen
Technical Sales Representative

Evoqua Water Technologies LLC

**RE: ODOR AND CORROSION CONTROL BIOXIDE® FEED SYSTEMS
CITY OF FORT LAUDERDALE, FL – A, B, AND E REPUMP STATIONS
Evoqua Quote No. 2016-146338-R4**

Evoqua will process your order when we receive acceptance of this proposal. Please sign and return this page proposal to municipalservices@evoqua.com or via fax to: (941) 359-7985.

Company Name: _____

This ____ day of _____ Month _____ Year

By: _____

Title: _____

P.O.Number _____