

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between SARASOTA COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Evoqua Water Technologies, LLC, a Delaware Limited Liability Company, authorized to do business in the State of Florida, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the County requires the services of a Contractor to perform odor and corrosion control services; and,

WHEREAS, the County issued a solicitation, 142794LM on June 19, 2014; and,

WHEREAS, the County evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the County issued a Notice of Recommended Award on September 25, 2014; and,

WHEREAS, the nature of the services being provided is such that the quantity and extent of services may be subject to periodic adjustment through future amendments to this Term Contract; and,

WHEREAS, the Contractor has reviewed the services required pursuant to the Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms;

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

I. CONTRACTOR'S SERVICES

- A. The Contractor agrees to diligently provide all materials, services and labor for the performance of odor and corrosion control services, in accordance with the technical specifications made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

- A. This Term Contract shall commence on January 1, 2015 and shall continue for a period of three years. This Term Contract may be renewed for up to two additional one year periods subject to written agreement of both parties.

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

- A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract an amount not to exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) per fiscal year.
- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a Purchase Order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders.
- C. The County's performance and obligation to pay under this Term Contract is contingent upon an appropriation by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County's authorized agent as set forth below.
- B. If the County's Administrative Agent requires the Contractor to perform additional services and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. Any additional service or work performed before a written Amendment to this Term Contract shall not be compensated by the County.

V. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, Section 218.70, et.seq, Florida Statutes upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit invoices for payment to the County for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall pay on behalf of or indemnify and hold harmless Sarasota County Government from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor's or Subcontractors' performance or failure to perform under the terms of this Term Contract.
- B. This section of the Term Contract will extend beyond the term of the Term Contract.

VII. CONTRACTOR'S INSURANCE

- A. Before performing any work pursuant to this Term Contract, Contractor shall procure and maintain, during the life of this Term Contract unless otherwise specified, insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. Contractor acknowledges that it is familiar with the technical specifications of the solicitation, including any addenda, and that it will perform the services as required.
- B. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Contractor warrants that he has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes, Section 112.313, as it relates to work performed under this Term Contract. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with Section 2-223 of the Sarasota County Code, Chapter 2, Article VI County Procurement Code if the contractor does not abide by the terms of this section VIII.E.
- F. The Contractor shall comply with Florida Statutes, Section 287.133, Public Entity Crimes.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- I. Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. Contractor certifies that the organization is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.
- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any stakeholder, including, but not limited to, County Commissioners, regulatory agencies or private citizens.

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

IX. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

- A. The timely performance and completion of the required services is vitally important to the interest of the County.
- B. The personnel assigned by the Contractor to perform the services of this Term Contract shall comply with the information presented in the solicitation. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the County's Administrative Agent's written approval before said changes or substitution can become effective.
- C. The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth in the solicitation, or as otherwise identified in the County's Purchase Order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
 - 1. Review of all Contractor payment requests for approval or rejection.
 - 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination. The Contractor shall be notified in writing by the County and shall have an opportunity to cure such default within ten (10) working days after notification.
- C. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.
- D. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent, or if the Project is suspended by the County for a period greater than ninety (90) calendar days.
- E. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- F. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
 - 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
 - 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 - 3. Claims made, or likely to be made, against the County, or its property;
 - 4. Loss caused by the Contractor;
 - 5. The Contractor's failure or refusal to perform any of the obligations to the County after written Notice and a reasonable opportunity to cure as set forth above.

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

XII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties agree to enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Term Contract shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have subject matter jurisdiction and personal jurisdiction over each of the parties to the Term Contract.
- D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Term Contract.
- E. This Term Contract and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

- A. The County's Administrative Agent, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this term contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be in effect for a specified period after the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. Before the stop work order expires unless it is extended, the Administrative Agent may take one of the following actions:
 - 1. Cancel the stop work order; or
 - 2. Terminate the work covered by the order; or

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

3. Terminate the term contract in accordance with provisions contained in Section XI. A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

XIV. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- G. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

- H. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.
- I. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- J. Any notices, reports, or any other type of documentation required by this Term Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

Contractor's Representative:		County's Administrative Agent:	
Name:	<u>David Morano</u>	Name:	<u>David Sell</u>
Title:	<u>Sales Support Manager</u>	Title:	<u>Operations Manager</u>
Address:	<u>2650 Tallevast Road</u> <u>Sarasota, FL 34243</u>	Address:	<u>7905 S. McIntosh Rd.</u> <u>Sarasota, FL 34238</u>
Telephone:	<u>941-359-7908</u>	Telephone:	<u>941-650-2706</u>
Facsimile:	<u>941-359-7985</u>	Facsimile:	<u>N/A</u>
E-mail:	<u>david.morano@evoqua.com</u>	E-Mail:	<u>dsell@scgov.net</u>

- K. Any change in administrative agents will require prompt notification by the party making the change.
- L. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- M. The solicitation and all attachments and addenda thereto are hereby incorporated in the Term Contract by reference.
- N. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
1. Term Contract
 2. Solicitation
 3. County's Purchase Order

**TERM CONTRACT FOR
RFP 142794LM ODOR CORROSION CONTROL SERVICES**

IN WITNESS WHEREOF, the parties have executed the Term Contract as of the date last below written.

WITNESS:

Print Name: Sheri Whalen

Signed By: 

Date: 10/16/14

Evoqua Water Technologies, LLC

Print Name: Jennifer R. Miller

Signed By: 

Title: V.P. & G.M.

Date: 10/16/14

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

BY: 

CHAIRMAN

DATE: 12/09/2014

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit
Court and Ex-Officio Clerk of the Board of
County Commissioners

BY: 

Approved as to form and correctness:

BY: 

COUNTY ATTORNEY *SRB*

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT A – TECHNICAL SPECIFICATIONS**

1.0 SCOPE

Contractor shall provide Odor and Corrosion Control services for the Sarasota County Utilities Department, Lift Stations, and Treatment Plants. The Contractor shall furnish the necessary personnel, material supplies, transportation services and otherwise do all things necessary to provide Odor and Corrosion Control Services. The Contractor shall provide specific odor/corrosion treatment related wastewater treatment plant issues/costs, establishing objectives and monitoring programs for odor/corrosion control treatment.

2.0 REQUIREMENTS

- 2.1 Contractor shall provide the latest technically proven and most cost effective means of treatment possible. Contractor shall provide problem definition, treatment selection and ongoing monitoring process.
- 2.2 Contractor shall establish a monthly communication link with County personnel as determined by the Utility Operations Manager. The County shall have final approval of ongoing odor/corrosion control planning and adjustment process as wastewater collection/treatment systems continue to expand.
- 2.3 Contractor shall, based upon treatment and budgetary objectives established by the Utilities Department, refine and adjust the existing odor/corrosion control program. The program shall include but not be limited to expanding services to treatment plants and designated pumping stations adjusting the combination of current odor/corrosion products, and pilot testing additional treatment techniques as particular situations dictates alternative techniques and more cost effective programs. The County is currently using biofilter scrubbers for vapor phase odor control at selected lift stations and facilities. The County is currently using Thloguard from Premier Magnesia for liquid phase odor control at selected lift stations within the collection system.
- 2.4 Contractor shall provide a service/maintenance program to include routine gathering of dissolved and atmospheric hydrogen sulfide data using portable and fixed devices at key monitoring points. The extent of the data collection will be approved by the Utility Operations Manager and followed with regular written report to the County. Contractor shall provide services that include traffic control, safety measure for both the public and workers, and shall coordinate all scheduling with County approval. Contractor shall have personnel available 24 hours a day, 7 days a week to respond to odor complaints and odor control equipment failures. Contractor shall respond within one hour of being notified of any odor control equipment failures.

RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT A – TECHNICAL SPECIFICATIONS

- 2.5 Contractor shall provide continuous hydrogen sulfide monitoring for key odor and corrosion control points as identified by the County. The monitors shall record hydrogen sulfide at least once every five minutes. Recorded data shall be made available to the County within 24 hours and shall automatically upload all recorded data on a website at least once every 24 hours.
- 2.6 Upon authorization by the County, the Contractor shall be capable of installing temporary odor control systems within two days of notification to proceed.
- 2.7 Contractor shall provide an introductory and organizational seminar regarding its services and staff members to the County representatives within thirty (30) days after contract award.
- 2.8 The Contractor shall hold at least one (1) yearly workshop for County employees at a County designated location to describe the latest techniques in the odor and corrosion control treatment. An agenda and detailed outline of topics of rate workshop shall be provided to the County at least thirty (30) days prior to each workshop as agreed to by the County.
- 2.9 The Contractor shall provide a safety seminar every six (6) months to select County employees describing all safety precautions necessary for odor and corrosion control chemicals that are in use and copies of MSDS sheets for those chemicals.
- 2.10 The Contractor shall work with the County in establishing priorities in performing all work. Contractor shall respond to all calls of odor complaints within two (2) hours.
- 2.11 The Contractor shall be completely 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 work site, the public, and County staff from any exposure to harmful or hazardous substances within the sewer system and from dangerous work materials and equipment.
- 2.12 Contractor shall be fully responsible for the operation of their vehicles and handling of all materials related to the odor and corrosion control services at all locations within the County.
- 2.13 Contractor shall be fully responsible for conforming to any and 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 regulation and those that may be mandated by federal or State Governments.

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT A – TECHNICAL SPECIFICATIONS**

- 2.14 Contractor shall prepare an annual report detailing the ongoing odor and corrosion control treatment program and any specific odor and control analysis that has been performed.
- 2.15 Contractor shall inform the County of its planned work schedule and shall afford the county reasonable opportunity to observe and inspect the Contractor's work in progress.

(END EXHIBIT A)

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT B – FEE SCHEDULE**

A. CHEMICAL/BIOLOGICAL PRODUCTS

TABLE A1

Item #	Description	Price
1	Bioxide	\$2.21/gallon
2	Bioxide Plus 71	\$3.25/gallon
3	Bioxide AE	\$2.55/gallon
4	Odophos	\$0.73/gallon
5	Odophos Plus	\$1.31/gallon
6	Ferric Sulfate (9%)	\$1.34/gallon
7	PRI-SC Odophos	\$0.80/gallon
8	PRI-SC Odophos Plus	\$1.55/gallon
9	PRI-SC Ferric Sulfate (9%)	\$1.59/gallon
10	50% Hydrogen Peroxide	\$0.402/lb
11	PRI-SC Peroxide	\$0.470/lb
12	VX-456 (Bulk Tanker)	\$1.15/lb
13	VX-456 (Tote)	\$1.44/lb
14	Aktivox (Bulk Tanker)	\$0.85/lb

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT B – FEE SCHEDULE**

Item	Description	Price
15	Aktivox (Tote)	\$1.44/lb
16	Textone L	\$0.79/lb
17	Aquit	\$15.45/lb
18	Alkagen AQ	\$1.35/gallon
19	Mageslum Hydroxide*	\$2.15/gallon
20	Sodium Hydroxide 25%	\$2.22/gallon
21	Sodium Hydroxide 50%	\$4.89/gallon
22	Sodium Hypochlorite	\$2.16/gallon

Table A1 (Continued Above)

All product prices for Table A1 include delivery, application equipment, ongoing maintenance, technical evaluation/support service and technology licenses.

* Available after February 21, 2015 for odor control applications.

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT B – FEE SCHEDULE**

B. EQUIPMENT

Table B1

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	\$129.00	\$309.00	N/A	N/A
2	0-75	\$521.00	\$871.00	N/A	N/A
3	0-140	\$906.00	\$1,329.00	\$1,481.00	\$2,039.00
4	0-280	\$1,171.00	\$1,487.00	\$2,171.00	\$3,205.00
5	0-600	\$1,930.00	\$2,039.00	\$3,205.00	\$3,373.00
6	0-850	\$2,266.00	\$2,987.00	\$3,373.00	\$4,050.00
7	0-1150	\$2,678.00	\$3,550.00	\$3,750.00	\$4,378.00
8	0-1500	\$2,936.00	\$3,573.00	\$4,050.00	\$4,950.00
9	0-2000	\$3,142.00	\$3,863.00	\$4,378.00	\$5,202.00
10	0-3000	\$3,605.00	\$4,378.00	\$5,050.00	\$7,725.00
11	0-4000	\$4,094.00	\$4,950.00	\$5,202.00	\$10,815.00
12	0-5000	\$4,481.00	\$7,250.00	\$7,725.00	\$11,845.00
13	0-8000	\$7,850.00	\$7,795.00	\$10,815.00	\$14,379.00
14	0-12000	\$10,146.00	\$10,815.00	\$15,750.00	\$21,630.00
15	0-15000	\$11,124.00	\$11,845.00	\$18,250.00	N/A
16	0-1800	\$13,369.00	\$14,379.00	\$21,630.00	N/A

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT B – FEE SCHEDULE**

Notes pertaining to Table B1:

The table in B1 represents monthly cost for new installations installed in Sarasota County after August 1, 2014. All fees are based on a minimum of 36 months rental period for new sites.

Contractor will work with the County on providing the most cost-effective solutions for odor and corrosion issues. The County will be charged the rates shown in Table B1 based on air flow and H₂S levels on sites with relatively stable hydrogen sulfide loading and typically low organic loads. The table show as B1 represents the Contractor's primary vapor phase technology choices.

1. A Mobilization fee of 2 times the monthly rental fee shall apply for all units. A de-mobilization fee of 2 times the monthly rental fee shall apply for all units removed.
2. If a chemical scrubber is required all applicable sodium hydroxide and bleach shall be charged in addition to the above.

Notes pertaining to Table B2:

The following table represents monthly cost for existing installations installed in Sarasota County prior to August 1, 2014. All fees assume a minimum of 24 months for existing sites.

1. If a chemical scrubber is in place all applicable sodium hydroxide and bleach shall be charged in addition to the fees listed on table B1.
2. A demobilization fee of 2 times the monthly rental fee shall apply for all units removed prior to 36 months.

Note pertaining to Table B1 and B2: N/A= Not Applicable.

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT B – FEE SCHEDULE**

TABLE B2

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	\$125.00	\$300.00	N/A	N/A
2	0-75	\$506.00	\$693.00	N/A	N/A
3	0-140	\$880.00	\$1,290.00	\$1,425.00	\$1,980.00
4	0-280	\$980.00	\$1,425.00	\$1,980.00	\$2,900.00
5	0-600	\$1,500.00	\$1,980.00	\$2,900.00	\$3,275.00
6	0-850	\$2,200.00	\$2,900.00	\$3,100.00	\$3,750.00
7	0-1150	\$2,600.00	\$3,100.00	\$3,275.00	\$4,250.00
8	0-1500	\$2,850.00	\$3,275.00	\$3,750.00	\$4,700.00
9	0-2000	\$3,050.00	\$3,750.00	\$4,250.00	\$5,050.00
10	0-3000	\$3,500.00	\$4,250.00	\$4,700.00	\$7,500.00
11	0-4000	\$3,975.00	\$4,700.00	\$5,050.00	\$10,500.00
12	0-5000	\$4,350.00	\$5,050.00	\$7,500.00	\$11,500.00
13	0-8000	\$6,800.00	\$7,500.00	\$10,500.00	\$13,960.00
14	0-12000	\$9,850.00	\$10,500.00	\$11,500.00	\$21,000.00
15	0-15000	\$10,800.00	\$11,500.00	\$13,960.00	N/A
16	0-1800	\$12,980.00	\$13,960.00	\$21,000.00	N/A

RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT B – FEE SCHEDULE

C. PROFESSIONAL SERVICES & OTHER PRODUCTS

The following services are offered in conjunction with odor control projects that do not include provision of technologies or services from the Contractor that are found elsewhere in this term contract:

Fully Automated Odor Control Products

Item	Description	Price
1	H ₂ S Monitor	\$365.00/month
2	Advanced Dosing Controller & Monitor	\$450.00/month

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

Professional Services:

Item	Description	Price
1	Engineer or Chemist	\$160.00/hour
2	Professional Engineer (P.E.)	\$180.00/hour

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT C – INSURANCE REQUIREMENTS**

A. INSURANCE

Before performing any contract work, Contractor shall procure and maintain, during the life of the contract, unless otherwise specified, Insurance listed below. The policies of Insurance shall be primary and written on forms acceptable to the County and placed with Insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A- Excellent: FSC VII." No changes are to be made to these specifications without prior written specific approval by County Risk Management.

IF CHECKED, COVERAGE IS REQUIRED	TYPE OF INSURANCE
<input checked="" type="checkbox"/> Required	<p>1. WORKERS' COMPENSATION:</p> <p>Contractor will provide Workers' Compensation Insurance on behalf of all employees who are to provide a service under this contract, as required by the laws of the state where the contractor is domiciled. Florida Contractors must provide evidence of Workers' Compensation Insurance which meets the requirements of Florida Statutes, Chapter 440, AND Employer's Liability with limits of not less than \$100,000 per employee per accident, \$500,000 disease aggregate, and \$100,000 per employee per disease. If applicable, coverage for the Jones Act and Longshore Harbor Workers Exposures must also be included. **NOTE** Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.</p> <p>In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.</p>
<p>Required - <input checked="" type="checkbox"/> Specify Amount Below</p> <p><input type="checkbox"/> \$500,000</p> <p><input checked="" type="checkbox"/> \$1,000,000</p>	<p>2. COMMERCIAL GENERAL LIABILITY: Including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than the amount shown at left for each occurrence, covering all work performed under this contract.</p>
<p>Required - <input checked="" type="checkbox"/> Specify Amount Below</p> <p><input checked="" type="checkbox"/> \$500,000</p> <p><input type="checkbox"/> \$1,000,000</p> <p><input type="checkbox"/> \$5,000,000</p>	<p>3. BUSINESS AUTOMOBILE LIABILITY: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than the amount shown at left for each accident covering all work performed under this contract.</p> <p>Contractor further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If private passenger automobiles are used in the business, they must be commercially insured.</p> <p><u>If the Contractor is shipping a product via common carrier, the</u></p>

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT C – INSURANCE REQUIREMENTS**

IF CHECKED, COVERAGE IS REQUIRED	TYPE OF INSURANCE
<input type="checkbox"/> Required <input type="checkbox"/> \$1,000,000 <input type="checkbox"/> \$2,000,000 <input type="checkbox"/> \$5,000,000 <input type="checkbox"/> \$10,000,000	<p>contractor shall be responsible for any loss or damage sustained in delivery/transit.</p> <p>4. UMBRELLA LIABILITY: With limits of not less than the amount shown at left each occurrence covering all work performed under this contract.</p>
<input type="checkbox"/> Required <input type="checkbox"/> \$500,000 <input type="checkbox"/> \$1,000,000	<p>5. PROFESSIONAL LIABILITY: With limits of not less than the amount shown at left for professional services rendered in accordance with this contract. The Consultant shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the Consultant shall use his best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the Consultant shall notify County Risk Management within thirty (30) days of the change.</p>
<input checked="" type="checkbox"/> Required <input type="checkbox"/> Required <input type="checkbox"/> Required <input type="checkbox"/> Required	<p>6. HAZARDOUS MATERIALS INSURANCE: For the purpose of this section, the term "hazardous materials" includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules or regulations of Florida or any Federal Agency. If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out this contract, no further work is to be performed in the area of the hazardous material until County Risk Management has been consulted as to the potential need to procure and maintain any or all of the following coverage through an addendum to the contract:</p> <p>a. CONTRACTORS POLLUTION LIABILITY - For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract, including but not limited to, all hazardous materials identified under the contract.</p> <p>b. ASBESTOS LIABILITY - For sudden and gradual occurrences and in an amount no less than \$1,000,000 per claim and \$1,000,000 in the aggregate arising out of work performed under this contract.</p> <p>c. DISPOSAL - When applicable, the Contractor shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance, covering liability for</p>

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT C - INSURANCE REQUIREMENTS**

IF CHECKED, COVERAGE IS REQUIRED	TYPE OF INSURANCE
	<p>sudden and accidental occurrences in an amount not less than \$3,000,000 per claim and \$3,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than \$6,000,000 per claim and \$6,000,000 in the aggregate.</p> <p>d. HAZARDOUS WASTE TRANSPORTATION - When applicable, the Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance with Endorsement MC590 for liability arising out of the transportation of hazardous materials with an amount not less than \$1,000,000 annual aggregate and provide a valid EPA Identification number.</p> <p>****Note: CERTIFICATES OF INSURANCE shall clearly state the hazardous material exposure work being performed under the contract. ****</p>
<input type="checkbox"/> Required	<p>7. BUILDERS' RISK - PROPERTY COVERAGE: When applicable (none required on projects below \$25,000), a special form coverage shall include, but not be limited to:</p> <p>a. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project</p> <p>b. Theft coverage</p> <p>c. Waiver of Occupancy Clause endorsement, which will enable the County to occupy the facility under construction/renovation during such activity</p> <p>d. Limits of Insurance to equal 100% of the insurable completed contract amount of such addition(s), building(s) or structure(s), on an agreed amount/replacement cost basis, and</p> <p>e. Maximum deductible clause of \$10,000 each claim</p>
<input type="checkbox"/> Required	<p>8. INSTALLATION COVERAGE - BUILDERS' RISK: For installation, Contractor must provide Builders' Risk installation coverage to include coverage for materials stored at the project site, property while in transit, and property stored at a temporary location for the amount of materials involved in this contract.</p>
<input type="checkbox"/> Required	<p>9. LIQUOR LIABILITY: With limits of not less than \$1,000,000 per occurrence, when applicable. This coverage shall be required if, at any time, the sale or distribution of alcoholic beverages of any kind is inherent or implied within the provisions of the contract.</p>
<input type="checkbox"/> Required	<p>10. GARAGE KEEPERS LIABILITY: With limits equal to the full value of the lot or garage. Legal liability form will be acceptable. This coverage shall be required if the</p>

**RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT C - INSURANCE REQUIREMENTS**

IF CHECKED, COVERAGE IS REQUIRED	TYPE OF INSURANCE
	maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provisions of the contract.
<input type="checkbox"/> Required	11. BAILEE'S CUSTOMER: All risk coverage with property limits equal to the County assets in the vendor's Care, Custody and Control.
<input type="checkbox"/> Required	12. OTHER: Specify _____

B. POLICY FORM

1. Unless specific approval is given, all policies required by this contract with the exception of Professional Liability and Workers' Compensation are to be written on an occurrence basis. Commercial General Liability policies shall name Sarasota County Government as additional insured as their interest may appear under this contract.
2. Insurance requirements itemized in this contract and required of the Contractor shall be provided on behalf of all subcontractors to cover their operations performed under this contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
3. Each insurance policy required by this contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability
 - b. Not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to County Risk Management.
4. The County shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this contract.
6. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.
7. Claims Made Policies will be accepted for Professional Liability, Workers' Compensation and Hazardous Materials, and such other risks as are authorized by County Risk Management. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

RFP 142794LM-ODOR CORROSION CONTROL SERVICES
EXHIBIT C – INSURANCE REQUIREMENTS

8. Certificates of Insurance evidencing Claims Made or Occurrence Form Coverage and conditions to this Contract are to be furnished to Sarasota County Risk Management (1660 Ringling Boulevard, 4th Floor, Sarasota, FL 34236) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract, when applicable. All Insurance certificates shall be received by County Risk Management before the Contractor will be allowed to commence or continue work.
9. Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's/subcontractor's/Consultant's insurance company and County Risk Management as soon as practicable after notice to the Insured.
10. The Certificate of Insurance must include the following:
 - a. In the "Description of Operations/Special Provisions" section:
 - Sarasota County Government is named as an additional insured, as their interests may appear on Commercial General Liability.
 - Note: ACORD 2009 edition can use "X" for General Liability Additional Insured Inclusion.
 - b. In the "Certificate Holder" section:

Sarasota County Government
Attn: Risk Management
1660 Ringling Blvd., 4th floor
Sarasota, FL 34236