

GOODS AND SERVICES AGREEMENT

THIS GOODS AND SERVICES AGREEMENT (“Agreement”) is made as of this 13th day of April, 2022 (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Thatcher Chemical of Florida Inc, Salt Lake City, UT (“Contractor”) (individually, “Party,” collectively, “Parties”).

WITNESSETH:

WHEREAS, the County requested proposals pursuant to Contract No. 22-0025-B-BW (“ITB”) for Aluminum Sulfate - Liquid, a Tampa Bay Cooperative Contract services; and

WHEREAS, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

WHEREAS, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

A. “Agreement” means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. “County Confidential Information” means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in this Goods and Services Agreement, and any other information designated in writing by the County as County Confidential Information.

C. “Contractor Confidential Information” means any Contractor information that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. “Contractor Personnel” means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.

E. “Services” means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage,

computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. The execution of this Agreement is subject to and expressly limited by the Terms and Conditions hereon. County and the Contractor are not bound by additional provisions or provisions at variance herewith that may appear in the Contractor's quotation, acknowledgement in force, or any other communication from Contractor to or from County unless such provision is expressly set forth herein.

3. **Services.**

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

B. Services Requiring Prior Approval. Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Interim Wastewater Manager.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

D. De-scoping of Services. The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

F. Non-Exclusive Services. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

G. Project Monitoring. During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

A. Initial Term. The term of this Agreement shall commence on:

June 17, 2022, and shall remain in full force and for sixty (60) months, or until termination of the Agreement, whichever occurs first.

B. Term Extension.

The Parties may extend the term of this Agreement for two (2) additional twenty-four (24) month period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. Survivability. Costs associated with purchases using the authority provided by this contract will survive the contract itself operating under the contract terms and conditions. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the cooperative term contract by more than twelve (12) months. Invoices may be billed for these costs on an “in arrears” basis for an additional twelve (12) month period beyond the contract expiration.

6. Orders. Within the term of this Agreement, County may place one or more orders for goods and services at the prices listed on the Price Schedule which is attached hereto as Exhibit C and which is incorporated by reference hereto.

7. Delivery / Claims. Prices on the Schedule of Prices are F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) will be identified at time of order. Contractor will be responsible for making any and all claims against carriers for missing or damaged items.

8. Inspection. In County’s sole discretion, goods rejected due to inferior quality or workmanship will be returned to Contractor at Contractor’s expense and are not to be replaced except upon receipt of written instructions from County.

9. Material Quality. - All goods and materials purchased and delivered pursuant to this Agreement will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt must be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to County.

10. Material Safety Data. In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller’s duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at time of delivery.

11. Purchase Order Number. Each order will contain the Purchase Order Number applicable to this Agreement, and such Purchase Order Number must appear on all packing slips, invoices and all correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

12. Variation in Quantity. County assumes no liability for goods or materials produced, processed or shipped in excess of the amounts ordered pursuant to the terms of this Agreement.

13. Warranty. Seller warrants that the goods are of first quality and as described in Prices Schedule. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

14. **Compensation and Method of Payment.**

A. Goods and Services Fee. As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 14 (“Goods and Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 14 B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 37 of the Agreement.

B. The County agrees to pay the Contractor the not-to-exceed sum of \$4,732,800.00, with an average annual expenditure of \$946,560.00, for Services completed and accepted as provided in Section 15 herein if applicable, payable on a fixed-fee basis for the deliverables as set out in Exhibit C, payable upon submittal of an invoice as required herein.

The following municipalities are cooperative participants of the Tampa Bay Area Purchasing Cooperative (Cooperative) contract: the City of Saint Petersburg, City of Tarpon Springs and Hillsborough County. The Cooperative participants are responsible for the issuance of their own awards and funding in the not-to-exceed sum of \$2,395,980.00 for the sixty (60) month term. Services shall be completed and accepted for the Cooperative locations as provided in Exhibit A herein, payable on affixed-fee basis for the deliverables as set out in Exhibit C.

The combined County and Cooperative not-to-exceed contract expenditure for the sixty-month term is \$7,128,780.00.

C. Price Adjustments. Unit prices adjustable annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment should be submitted four (4) months prior to contract anniversary date. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date may not be considered.

D. Travel Expenses.

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

E. Taxes. Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

F. Payments and Invoicing. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted:

to the designated person as set out in Section 34 herein;

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County's Invoice Payments Dispute Resolution Process established in

accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

15. Acceptance of Goods Services. For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Interim Wastewater Manager or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Thatcher Chemical of Florida Inc. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

16. Discounts. Delay in receiving an invoice, invoicing for materials shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for County to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

17. Subcontracting/Assignment.

A. Subcontracting. Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

B. Assignment.

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

18. Personnel.

D. E-Verify. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered as such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

E. Qualified Personnel. Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

19. Name Changes. The Contractor is responsible for immediately notifying the County of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

20. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

21. Applicable Law and Venue. This Agreement and any and all purchases made hereunder shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

22. Public Entities Crimes

Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.

23. Waiver. No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

24. Due Authority. Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

25. Remedies. County and Contractor will have all remedies afforded by applicable law.

26. Termination. County reserves the right to terminate this agreement, without cause by giving thirty (30) days prior written notice to the Contractor of the intention to terminate or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement is considered a material breach of Agreement and is cause for immediate termination of the Agreement at the sole discretion of County.

In addition to all other legal remedies available to the County, the County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of request, as determined by the County.

27. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

28. Confidential Information and Public Records.

D. County Confidential Information. Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County Contract Manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

E. Contractor Confidential Information. All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

F. Public Records. Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

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 contract, contact the Pinellas County Board of County Commissioners, Purchasing and Risk Management Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing and Risk Management Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

29. Audit. Contractor shall retain all records relating to this Agreement for a period of at least five (5) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

30. Digital Accessibility

Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (“WCAG 2.0”) at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County’s sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the “Accessibility Issue”) that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier’s receipt of a non-compliance notice (“Notice”), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 31(b) of this Agreement, “Indemnification.”

31. Liability and Insurance.

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
- B. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

32. County's Funding. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

33. Survival. Any provisions in which by their nature would survive the expiration or termination of the Term of this Agreement.

34. Notices. All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn:
Mike McRorey
Interim Wastewater Manager
South Cross Bayou Advanced Water
Reclamation Facility
7401 54th Avenue North
Saint Petersburg, FL 33709
mmcrorey@pinellascounty.org

For Contractor:

Attn:
Craig N. Thatcher
C.E.O.
Thatcher Chemical of Florida Inc
PO Box 27407
Salt Lake City, UT 847127-0407
craig.thatcher@tchem.com

with a copy to:

Merry Celeste
Division Director of Purchasing & Risk Management
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
mceleste@pinellascounty.org

35. Conflict of Interest.

- A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- B. The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

36. Right to Ownership. All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the “Work Product”) shall be County’s property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

37. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto.

38. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall

continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

39. No Third Party Beneficiary. The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

40. Entirety. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

41. Force Majeure. “Force Majeure Event” means any act or event that (i) prevents a Party (the “Nonperforming Party”) from performing its obligations or satisfying a condition to the other Party’s (the “Performing Party”) obligations under this Agreement, (ii) is beyond the reasonable control of and not the fault of the Nonperforming Party, and (iii) the Nonperforming Party has not, through commercially reasonable efforts, been able to avoid or overcome. Force Majeure Event(s) do not include economic hardship, changes in market conditions or insufficiency of funds. If a Force Majeure Event occurs, the Nonperforming Party is excused from the performance thereby prevented and from satisfying any conditions precedent to the Performing Party’s performance that cannot be satisfied, in each case to the extent limited or prevented by the Force Majeure Event. The Nonperforming Party must promptly notify the Performing Party upon the occurrence of a Force Majeure Event. When the Nonperforming Party is able to resume its performance or satisfy the conditions precedent to the Performing Party’s obligations, the Nonperforming Party will resume performance under this Agreement without undue delay. Each Party will use commercially reasonable efforts to mitigate the effect of a Force Majeure Event

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

By and through its
Board of County Commissioners

By Charlie Justice
Chair



Thatcher Chemical of Florida Inc.

Name of Firm

By:



Signature

Craig N. Thatcher

Print Name

C.E.O.

Title

ATTEST:

Ken Burke,
Clerk of the Circuit Court

By:



Deputy Clerk, Derelynn Revie

Approved as to Form

APPROVED AS TO FORM

By: Keiah Townsend

By:

Office of the County Attorney

Office of the County Attorney



SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK****A. OBJECTIVE**

In accordance with the attached specifications, Pinellas County Utilities (PCU) and the Cities of St. Petersburg, Tarpon Springs, and Hillsborough County are seeking to establish a contract for supply of liquid aluminum sulfate, to be ordered on an "as needed" basis.

PCU utilizes aluminum sulfate (alum) to help settle out solids in the wastewater treatment process, especially as a means to help reduce phosphorous. Typically it is added to the influent stream of the secondary clarifiers or the sand filters as needed. The Solid Waste Department utilizes alum in the influent to the primary clarifier at the Industrial Water Treatment Plant, to help settle out solids prior to the downstream micro-filtration and reverse osmosis processes. The Watershed Management Department typically utilizes alum during maintenance of various stormwater structures/ponds to reduce turbidity prior to the effluent being discharged back into the environment.

Contractor shall provide liquid aluminum sulfate (17% Al_2O_3 Dry Basis), commercial quality, that meets or exceeds ANSI / AWWA Standard B403-09, and deliver in liquid bulk, chemical tank truck loads (approximately 4,500 gal. wet, 12-13 tons dry). The delivery tankers shall provide and carry at least 100 ft. of hose adaptable to the District 's stations that are equipped with a 2" male Cam Lock coupler. If dedicated alum tanker trucks are not available, the tankers must be cleaned to minimize contaminants in the liquid alum, which shall meet or exceed the above referenced alum standard. Contractor shall provide tanker cleanout records upon the District's request. The District may perform checks of the alum from time to time to insure the quality.

B. SITE LOCATIONS:

PINELLAS COUNTY UTILITIES(PCU) LOCATIONS		TANK STORAGE CAPACITY
1.	South Cross Bayou Water Reclamation Facility 7401 54th Avenue N. Saint Petersburg, FL 33709	2 tanks @ 7,850 Gallons Total 15,700 Gallons
2.	Watershed Management Lake Tarpon Area 6 40557 US Hwy 19 N Tarpon Springs, FL 34689	4,500 Gallons
3.	Watershed Management 11785 Trade Winds Blvd Largo, FL 33773	2 tanks @ 9,300 Gallons Total 18,600 Gallons Remote fill location at lift station on 126 th Ave. N.; Fill line needs to be blown out with pressurized air after fill.
4.	Watershed Management 11805 104 th St N Largo, FL 33773	4,500 Gallons
5.	Watershed Management 8877 Seminole Blvd Seminole FL 33772	4,500 Gallons
6.	Watershed Management 11803 104 th St. Largo, FL 33773	4,500 Gallons
CITY OF TARPON SPRINGS LOCATIONS		TANK STORAGE CAPACITY

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7.	City of Tarpon Springs Wastewater Treatment Facility 201 E. Pine Street Tarpon Springs, FL 34689	10,000 Gallons
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HILLSBOROUGH COUNTY LOCATIONS		TANK STORAGE CAPACITY
8.	Northwest Regional Water Reclamation Facility NWRWRF 11005 Dale Stitik Dr. Tampa, FL 33626	3,500 Gallons 5,200 Gallons 8,000 Gallons
9.	Falkenburg AWTP 102 N. Falkenburg Rd Tampa, FL 33619	16,000 Gallons
10.	Valrico AWTP 1167 N Dover Rd Dover, FL 33527	7,500 Gallons
11.	S City AWTP 520 TECO Rd Ruskin, FL 33570	10,000 Gallons
CITY OF ST. PETERSBURG LOCATIONS		TANK STORAGE CAPACITY
12.	Booker Creek Alum Station 2100 13 th Avenue North City of St. Petersburg, FL	8,000 Gallons
13.	Mirror Lake Alum Station 235 6 th Avenue North City of St. Petersburg, FL	6,000 Gallons
14.	Lake Maggiore Alum #1 1718 Alcazar Way South City of St. Petersburg, FL	6,000 Gallons
15.	Lake Maggiore Alum #2 2151-A Country Club Way South City of St. Petersburg, FL	4,000 Gallons
16.	Lake Maggiore Alum #3 2334 A Country Club Way City of St. Petersburg, FL	3,000 Gallons
17.	Lake Maggiore Alum #4 2440 Lamparilla Way South City of St. Petersburg, FL	6,000 Gallons
18.	Lake Maggiore Alum #5 2800 16 th Street South City of St. Petersburg, FL	3,000 Gallons

The delivery objective for PCU1, South Cross Bayou Water Reclamation Facility (SCBWRF) is to have the Contractor top off both 7,850-gallon tanks. When both SCBWRF tanks are approximately half empty, SCBWRF's designated representative will notify the Contractor that a delivery is required. Minimum delivery would be 4,500 gallons; however, quantities ordered may be split between two or more locations for a user agency at no additional cost to the user agency.

The Contractor shall stock sufficient quantities of liquid aluminum sulfate to meet District requirements on an "as-needed" basis within 48 hours after being notified of specific project requirements by the District. Delivery to the District shall be within the hours of 8:00 A.M. - 3:30 P.M., seven days a week, holidays excluded, unless otherwise specified. Orders will be placed

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during the District's normal business hours, 8:00 AM to 5 PM, Monday through Friday. Note: Multiple tankers may be ordered per day for delivery to multiple site locations depending on project needs and rainfall.

C. REQUIREMENTS:

1) Certified Analysis -

- a) Prior to shipping, the Contractor shall be required to email/fax an affidavit (Certificate of Analysis), signed by a corporate designated official, certifying that the Liquid Aluminum Sulfate furnished by the Contractor complies with all applicable requirements and specifications under ANSI/AWWA Standard B403-09, Aluminum Sulfate – Liquid. Affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

2) Sampling and Testing of Shipment after Unloading

- a) The user agency reserves the right to subject samples of the Liquid Aluminum Sulfate to complete analyses to ensure that it meets EPA specifications. At the sole discretion of the user agency, the Contractor's delivery personnel (driver) may be asked to collect a sample of Liquid Aluminum Sulfate before the shipment is unloaded. In this case, the user agency will supply the sample container and the driver shall collect the sample from the tank truck, provide a chain of custody and turn it over to the user agency for analysis. The sample shall be considered representative of the lot.

3) ANSI/NSF Certification

- a) The Contractor shall provide evidence, at pre-commencement meeting, that the Liquid Aluminum Sulfate provided is certified to NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals-Health Effects) by an ANSI accredited certification body, and appears in the online listings database of the representative certification body.
- b) Aluminum sulfate liquid polymer blend shall be able to assist in producing "Superior" potable water and meet quality requirements set forth by Florida Division of Water Resources Management in producing potable water. All chemicals used in the treatment of water supplied by public water system must conform to American National Standards Institute/ National Sanitation Foundation (ANSI/NSF); Standard 60 for direct additives and ANSI/NSF; Standard 61 for indirect additives. Certificate of analysis from a third party, of product received must be provided for each shipment received.
- c) It is the responsibility of the Contractor to inform agencies that NSF certification has been revoked or lapsed within 24 hours of the time the Contractor receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between user agency and Contractor.

4) Manufacturer's Laboratory Reports

- a) Delivery Reports & Certificate of Analysis
 - The product offered in the bid must meet the following specifications. The product is to be supplied in liquid form. A certified report from the manufacturer shall be submitted for each Liquid Aluminum Sulfate delivery to the user agency.

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1. Total Soluble Al ₂ O ₃	8.1 %	to	8.3%
2. Free Al ₂ O ₃	0.1%	to	0.08%
3. Total Soluble iron, as Fe ₂ O ₃	<0.2%	by weight	
4. Water Insoluble's, %	0.1 %		
5. Density (lbs/gal) U.S	10.9 – 11.1		
5. Aluminum as Al, %	5.2%	to	5.4%
6. Aluminum as Al ₂ O ₃ %	8.0%	to	8.3%

- b) In addition, **bid submittals must include a Certificate of Analysis of the product with the following analysis.** ALL UNITS MUST BE PPM.(Parts per million)

1. Ag	9. K	17. Zr
2. Ba	10. Mg	18. As
3. Ca	11. Mn	19. Na
4. Cd	12. Mo	20. P
5. Co	13. Ni	21. Sn
6. Cr	14. Ti	22. Y
7. Cu	15. V	23. Pb
8. Fe (total as Fe)	16. Zn	24. Turbidity (NTU)

- c) No deliveries will be accepted by the user agency unless accompanied by said certified laboratory report for the specific batch of Liquid Aluminum Sulfate delivered showing the above data that it conforms to the required specifications.

D. DELIVERY, STORAGE, AND HANDLING:

- All normal (non-emergency) deliveries of Liquid Aluminum Sulfate shall be made within two (2) business days after receipt of order.
- Delivery time of day shall be as arranged upon placement of order and shall be between the hours of 7:00 AM and 3:30 PM EST. Request to deviate from schedule must be confirmed with user agency representative 24 hours prior to scheduled delivery and must conform to delivery conditions set forth in this specification.
- Deliveries made to unmanned facilities must be coordinated with user agency representative so driver can gain access to the facility.
- The user agency reserves the right to change quantities and delivery dates at their discretion within a 24-hour notice.
- Delivery shipments shall be rejected which fail to meet any contract specifications stated in this document. In the event a delivery shipment is rejected by a user agency, upon notification to Contractor that the shipment is rejected, the Contractor shall be required to ship a replacement delivery to the affected location within six (6) hours from the time of notification. Failure to provide replacement product that meets the specifications of this agreement in the manner above will constitute failure to comply with the delivery requirements set forth in this document.
- If the Contractor is not the manufacturer of Liquid Aluminum Sulfate and is actually purchasing from a supplier, then the Contractor will be required to submit a contingency plan, at pre-commencement meeting, identifying a backup supplier and detailed procedures for procuring Liquid Aluminum Sulfate from their backup supplier should their primary supplier be unable to supply the chemical.
- The Contractor shall be responsible for pumping Liquid Aluminum Sulfate into each user agency's storage tanks and shall provide all necessary hoses, fittings, pumps, etc., required to efficiently "off-load" the material into designated storage tanks. The Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of product into wrong storage tank(s). Contractor shall be responsible

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

- for injuries, cost of cleanup, repair of facilities, and replacement of chemical product(s) in the event of accidental discharge of product into wrong storage tanks. If a third party shipper should be used the Contractor assumes all responsibility for them.
- h. Delivery shall be made by standard tanker truck designed to carry liquid aluminum. The Contractor's delivery system must be compatible with 2" male cam lock quick coupling piping at the County site and a 3" male cam lock at the City of St. Petersburg sites. Fill location modifications have been completed, standard tank truck deliveries can off-load at the new fill receptacle located on side of main road for County.
- i. **LAND AND WATER RESOURCES** Contractor shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Contractor shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Contractor shall notify the District thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Contractor.

E. EMERGENCY SPILLS:

The Contractor shall include an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers) at Pre-commencement meeting. In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be included by Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak the Contractor shall supply the necessary personnel to respond to such an event to work with the local Hazardous Materials Response Team and to manage and oversee After Event cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment, or method of delivery Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986.42 U.S.C.S.11001 et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988 Part II Florida Statutes. The responsibility for compliance with Federal and State Rules and Regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold PCU harmless for any failure to properly report and/or comply with this provision.

F. OCCUPATIONAL HEALTH AND SAFETY:

- 1) Materials Safety Data -
- a) In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor, must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

SERVICES AGREEMENT**EXHIBIT A****STATEMENT OF WORK**

The chemical name and the common name of the toxic substance. The hazards or other risks in the use of the toxic substance, including:

- The potential for fire, explosion, corrosively, and reactivity.
- The known acute and chronic health effects of risks from exposure, including the medical conditions, which are generally recognized as being aggravated by exposure to the toxic substance.
- The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personnel protective equipment, and other safety precautions in the use of, or exposure to the toxic substances, include appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal, and first aid.
- A description, in lay terms, of the specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name and address, and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement shall be directed to:

Department of Labor and Employment Security
Bureau of Industrial Safety and Health
Toxic Waste Information Center
2551 Executive Center Circle West
Tallahassee, Florida 32301-5014
Phone: 800-367-4378

2) Emergency Plan of Action and Safety Training

- a) At Pre-commencement meeting the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for the user agency to follow in case an emergency. The Contractor shall also supply, in writing, an emergency spill response plan with the appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any forms required by all local, state, or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel to respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "after event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right-to-Know Act of 1988, Ch 252, Part II, Florida Statutes. The responsibility for compliance with federal and state rules and regulations regarding the Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall hold each user agency harmless for any failure to properly report and/ or comply with this provision.

3) Safe Handling Training

SERVICES AGREEMENT

EXHIBIT A

STATEMENT OF WORK

- a) The Contractor shall provide an appropriate safe handling training course for Aluminum Sulfate within the first six months of the contract, to operations personnel of each user agency and shall be available to conduct “refresher” courses to new employees who have not received training at six (6) month intervals during the contract period at no charge to each user agency.
- 4) Technical Assistance
- a) The Contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of the residues and sludge’s produced by the application of Aluminum Sulfate in the water treatment process. The Contractor shall provide this assistance at no charge to each user agency.

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

The recommended vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your bid submittal deemed non-responsive.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.
- b) Upon selection of vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements to **Bryant Jasper-Williams** at brwilliams@pinellascounty.org. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- c) Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Bidder or their agent prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset

SERVICES AGREEMENT

EXHIBIT B

INSURANCE REQUIREMENTS

the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.

SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.

Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).

- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SERVICES AGREEMENT**EXHIBIT B****INSURANCE REQUIREMENTS**

- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (5) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

- (6) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SERVICES AGREEMENT

EXHIBIT C

PAYMENT SCHEDULE

ITEM	DESCRIPTION	UNIT OF MEASURE	PINELLAS COUNTY ESTIMATED ANNUAL QUANTITY (A)	COOPERATIVE ESTIMATED ANNUAL QUANTITY (B)	UNIT PRICE (C)	EXTENDED TOTAL (A + B) x C
1	Aluminum Sulfate (Liquid)	GALLON	960,000	486,000	\$ 0.9860	\$ 1,425,756.00
				County 5-Year Total	Co-Op 5-Year Total	County and Co-Op 5-Year Total
GRAND TOTAL:				\$ 4,732,800.00	\$ 2,395,980.00	\$ 7,128,780.00

***Minimum Order Quantity: 11.506 tons.**

SERVICES AGREEMENT**EXHIBIT D****PAYMENT/INVOICES****PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SERVICES AGREEMENT**EXHIBIT E****DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1.) Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2.) Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

SERVICES AGREEMENT**EXHIBIT E****DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.