

**AGREEMENT FOR  
MISCELLANEOUS CHEMICALS FOR THE WATER AND WASTEWATER  
TREATMENT PLANTS - ANNUAL**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and American Water Chemicals Inc., a Delaware corporation authorized to do business in the State of Florida, whose address is 1802 Corporate Center Lane, Plant City, FL 33563, and whose federal tax identification number is 95-4412808, hereinafter referred to as "Vendor."

**WITNESSETH**

**WHEREAS**, the County intends to purchase miscellaneous chemicals for the water and wastewater treatment plants from the Vendor in connection with "Miscellaneous Chemicals for the Water and Wastewater Treatment Plants - Annual" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B180434BAW on November 09, 2018 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products; and,

**WHEREAS**, the County posted a Notice of Intended Decision Bid Action on March 6, 2019 and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

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

**I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A Specifications, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180434BAW, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for a one (1) year period with an option to extend or renew for three (3), additional one (1) year periods, for a total of four (4) years, upon mutual written agreement of both parties. The effective date shall be the date the Lee County Board of County Commissioners award the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- C. Products and services shall be delivered in accordance with Exhibit B, Delivery Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

## **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit C, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

#### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products as described in Exhibit A (and the corresponding fees as described in Exhibit C) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County 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 Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit D, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit D. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

**VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor 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 Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

**X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

**XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

**XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement 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.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor 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 Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit C) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the equipment, parts and systems provided through the Purchase.

#### **XVI. MISCELLANEOUS**

- A. This Agreement 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 Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether



express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement 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.

- C. 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 Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:	County's Representatives:
Name: <u>Veronica Varo</u>	Names: <u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title: <u>Sales Assistant</u>	Titles: <u>County Manager</u> <u>Director of Procurement Management</u>
Address: <u>1802 Corporate Center Lane</u> <u>Plant City, FL 33563</u>	Address: <u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone: <u>(813) 546-5448</u>	Telephone: <u>239-533-2221</u> <u>239-533-8881</u>
Facsimile: <u>(813) 623-6678</u>	Facsimile: <u>239-485-2262</u> <u>239-485-8383</u>
E-mail: <u>customerservice@membranechemicals.com</u>	E-Mail: <u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. County's Purchase Order
  - 3. Solicitation
  - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: Jessica Owens

Print Name: Jessica Owens

**American Water Chemicals Inc.**

Signed By: Mohamad Al Malki

Print Name: Mohamad Al Malki

Title: President

Date: 3/15/19



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: Brian Adams  
Vice - CHAIR

DATE: 4/11/19

ATTEST:  
CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: Missy Flint  
**DEPUTY CLERK**



APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY:

BY: Louis Chuck Lira  
OFFICE OF THE COUNTY ATTORNEY

# EXHIBIT A SPECIFICATIONS

Ver 11/07/20164

## LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR B180434BAW MISCELLANEOUS CHEMICALS FOR WATER & WASTEWATER TREATMENT PLANTS - ANNUAL

### 1. SCOPE

- 1.1. The Lee County Board of County Commissioners (BOCC) desires to obtain a qualified, professional, and licensed vendor to provide and deliver Hydrochloric Acid 31% (Muriatic acid), Zinc Ortho-Phosphate, Anhydrous Ammonia, Polymer (DRY), Quick Lime, Bulk (Powder to 3/8"), Granular Calcium Hypochlorite, and Flocculant, Cationic Polyacrylamide Emulsion (Liquid) to Lee County Water Treatment Facilities.
- 1.2. The scope of work is further defined and detailed within the technical specifications included in this solicitation package. Vendors are responsible for reviewing all documentation associated with this project.

### 2. DELIVERY REQUIREMENTS

- 2.1. Shipments will be Free on Board (FOB) destination and received between the hours of 8:00 AM and 4:00 PM, Monday through Friday, within (3) calendar days (i.e. not working days) after verbal, mobile or fax receipt of order from Lee County Utilities.
  - 2.1.1. "Emergency" deliveries shall be within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Lee County Utilities from running out of chemicals listed in the scope in less than 24 hours. Lee County Utilities shall endeavor to minimize the number of "emergency" deliveries.
- 2.2. Lee County Utilities reserve the right to refuse a delivery if the delivery is not in the proper timeframe or if the Vendor has improper equipment to offload the deliver, and/or is taking improper safety precautions or has a malfunctioning equipment.
- 2.3. With each delivery, a certificate of analysis must be provided. This is to include the following chemical analysis listed in the Technical Specifications. In the event a delivery ticket is not provided during the time the driver is on site, the delivery shall be rejected.
- 2.4. Bids are to be based on firm prices delivered FOB destination, as directed to the locations specified herein, Lee County, Florida.
- 2.5. The County reserve the right to add or delete delivery sites at its discretion at any time throughout the term of this contract.
- 2.6. Delivery driver must present a photo I.D. upon delivery. The I.D. must show that the driver is an employee of either the trucking company or the Vendor. All personnel making deliveries must wear the appropriate personal protective equipment (PPE) as required by the Safety Data Sheet.

### 3. MINIMUM ORDER QUANTITIES

- 3.1. If Lee County requires less than the minimum order quantity stated on the bid form, Lee County will contact the awarded vendor to receive that product at the same bid price or obtain alternate firm delivered pricing for that product. Lee County reserves the right to accept that price or go elsewhere.

### 4. PRICING

- 4.1. Pricing submitted in response to this Invitation to bid (ITB) will be valid for the initial term of the awarded contract, and no price increase will be authorized for 365 calendar days after the effective date of the contract. Thereafter, on an annual basis any request for escalation in pricing must be submitted to the County for evaluation and will be no greater than the Bureau of Labor statistics, Producer Price Index (PPI) price increase for the most recent twelve (12) month period.
  - 4.1.1. The rates may increase annually not to exceed maximum of 4% or per the PPI index, whichever is less. The PPI Index to be utilized shall be the U.S. Bureau of Labor Statistics web site, PPI-Final Demand, Not Seasonally Adjusted (NSA): <https://www.bls.gov/ppi/ppidr201806.pdf>

- 4.2. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to Lee County Procurement Management and supported by detailed justification which warrants the request increase. The Vendor shall submit their written request at least (60) days prior to the renewal date anniversary of the contract in order for a request to be considered by the County.
- 4.3. The County shall review the Vendor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Vendor to request and increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited.
- 4.4. No retroactive contract price adjustments will be allowed. An increase, which Lee County Procurement Management determines is excessive, regardless of any documentation supplied by the Vendor, may be caused for cancellation of the contract by Lee County Procurement Management. Lee County Procurement Management will notify using agencies and Vendors in writing the effective date of any increase approval. However, the Vendor shall fill all orders received prior to the effective date of the price adjustments at the old contract price.
- 4.5. Price decreases that affect the cost of materials, labor, and transportation are required to be passed on to the County immediately. Failure to do so will result in action to recoup such amounts.

#### **5. MAJOR BREAKDOWNS/NATURAL DISASTERS**

- 5.1. Lee County requires that the Vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four (24) hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.
- 5.2. Lee County reserves the right to purchase the product listed in this quotation elsewhere in an "Emergency" situation.

#### **6. REQUIRED SUBMITTALS/DOCUMENTATION**

- 6.1. Vendor(s) to provide in their bid package the following documentation:
  - 6.1.1. Spill response policy and procedures
  - 6.1.2. A product data sheet as written proof of conformance as required in technical specifications
  - 6.1.3. Current Safety Data Sheets (SDS)
  - 6.1.4. Primary contact number, name and 24/7 emergency number
  - 6.1.5. Affidavit of compliance with ANSI and AWWA B300-10 (or most current standards at the time of the bid)
  - 6.1.6. Written proof of approval by the National Sanitation Foundation as applicable
  - 6.1.7. Third party laboratory analysis or QC Certification of Acceptance for all Chemicals listed herein.
  - 6.1.8. List of all depot locations for each product and alternate sites in the event of a disaster that closes down the primary depot.
- 6.2. The County reserves the right to request documents/clarification after the bid closes.

#### **7. ADDITIONAL REQUIREMENTS**

- 7.1. Vendor agrees to conform to all State and Federal regulations pertaining to Occupational Safety and Health according to chapter 442 of the Florida Statute.
- 7.2. All products shall be provided exactly as specified. Any variations will not be accepted.

### **End of Scope of Work**

**TECHNICAL SPECIFICATIONS  
FOR  
THE PURCHASE OF MISCELLANEOUS CHEMICALS FOR WATER &  
WASTEWATER TREATMENT PLANTS - Annual**

**9. SPECIFICATIONS**

- 9.1 Furnish Hydrochloric Acid 31% (Muriatic acid), Zinc Ortho-Phosphate, Anhydrous Ammonia, Polymer (DRY), Quick Lime, Bulk (Powder to 3.8"), Granular Calcium Hypochlorite, and Flocculant, Cationic Polyacrylamide Emulsion (Liquid) to Lee County Water and wastewater Treatment Facilities.
- 9.2 Tested and certified as meeting these specifications and those of the ANSI and AWWA specifications, Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform Lee County that NSF certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient ground for immediate termination of the contract.
- 9.3 Product shall be delivered as specified per the following sections. Product shall meet or exceed all industry standards for quality control.
- 9.4 Packaging shall conform to all applicable federal and state standards.
- 9.5 The Vendor shall be responsible for any spills from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties.
- 9.6 Proper performance shall require attendant delivery personnel(s) constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Lee County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.
- 9.7 The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading.
  - 9.7.1 All appurtenant valves, pumps, and discharge hoses used for the delivery of the listed chemicals shall be supplied by the Vendor and shall be clean and free from contaminating material.
  - 9.7.2 Lee County may reject a load if the equipment is not properly cleaned. The Vendor shall furnish Lee County an approved, leak-free connection device between the trailer and the purchaser's intake receptacle.
  - 9.7.3 The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled chemical.
  - 9.7.4 If the spill is not cleaned up, Lee County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Vendor and deducted from the amount due to the Vendor for materials.
  - 9.7.5 If Lee County's unloading equipment such as a pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of clean-up of the spill.

10 PHYSICAL PROPERTIES

10.1

Material	Description	Physical Properties
Hydrochloric Acid 31%	A strong mineral acid	Appearance: liquid @ 20 deg C, 1 atm Molecular weight: 36.5 Bulk density: 9.671 – 9.908 lbs/gal Solubility (water): Very soluble Color: Clear/lightly yellow Odor: sharp, pungent, irritant
Zinc Ortho-Phosphate	Clear, Colorless Liquid with no odor.	Appearance: Clear, Colorless liquid with no odor Specific Gravity: (70F) 1.398 Freeze Point: (F) – 13.00 Viscosity: (cps 70F) 10 Vapor Pressure (mmHG) ~ 18.0 Vapor Density (air-1) <1.00 % Solubility (water) 100.0 Flash Point (F) > 200 P.M (cc) pH as is (approx) 1.4 Evaporation rate <1.00 As a minimum, 36% of the product is (zinc and orthophosphate) Ratio of phosphate to zinc 3 to 1
Anhydrous Ammonia	Ammonia is the compound formed by the chemical combination of the two gaseous elements, nitrogen and hydrogen, in the molar proportion of one part nitrogen to three parts hydrogen. This relationship is shown in the chemical symbol for ammonia, NH <sub>3</sub> . On a weight basis, the ratio is fourteen parts nitrogen to three parts hydrogen or approximately 82% nitrogen to 18% hydrogen.	Molecular symbol: NH <sub>3</sub> Molecular weight: 17.031 Boiling point at one atmosphere: 28F Freezing point at one atmosphere: 107.9F Critical temperature: 271.4F Critical pressure: 1657psi Odor: Pungent
Polymer (Dry)	Various polymers are required for Lee County Utilities. Water Treatment Plants require a polymer that performs and has the same chemical structure as Polydyne Calcifloc A-3310P or equal for the Olga WTP and Calcifloc A-3320 or equal for the Corkscrew WTP. Product is generally described as a mildly anionic, white, dry, free-flowing powder or liquid used for flocculation in water softening units, where an organic synthetic material is essential.	Charge in solution: Anionic 11% to 29% Relative molecular weight: 10,000,000 Bulk density: 47lbs/cu.ft. pH 0.5% solution: 7.5 Solution viscosity: Tap water .1% Flash point: less than 230°C Maximum stock solution: 1.0% Must be effective at or below a dosage of 0.20 PPM Odor: Slight ammonia odor Moisture: 5 +1% Viscosity of a 0.5% solution: = to or < 5,000 CPS Particle size: 99% through 16 mesh
Quicklime	A white, dry, free-flowing material, ranging in size from granular to pebble, along with various smaller size fines of calcium oxide, in a homogeneous mixture.	Appearance: white, free flowing powder/pebble Mix Bulk density – 65-lb./cu.ft. CaO Content – at least 90% Size: ranging in size from power to 3/8" Insoluble matter – not to exceed 5%

Material	Description	Physical Properties
Calcium Hypochlorite, Granular	A White power with a chlorine Odor	Available chlorine minimum 65% Bulk density: 65 – 67 lb/cu ft. Heat of Solution: slight exothermic
Flocculent, Cationic Polyacrylamide Emulsion (Liquid)	NOTE: Polymer shall be approved for reuse water and land applications as a residual in sludge. This documentation has to be provided with the bid.  A Cationic polyacrylamide emulsion, viscous, free-flowing liquid for a dewatering sludge from wastewater digestion units. Various polymers are required for Lee County Utilities. Wastewater Treatment Plants require a polymer that performs and has the same chemical structure as Polydyne Calcifloc SE-1079 or equal and Calcifloc SE-1080 or equal and Calcifloc SE-1496 or equal	Clarifloc SE-1079 pH 3.5 – 6.5 @ 5 g/L Melting point/freezing point: >5°C Initial boiling point >100°C Flash point: Does not flash Vapor pressure: 2.3 KPa @ 20°C Vapor density 0.804 g/litre @ 20°C Relative density: 1.0 – 1.2 Decomposition Temperature > 150°C Viscosity >20.5 mm <sup>2</sup> /s @ 40°C  Clarifloc SE-1080 pH 4- 9 @ 5 g/l Vapor pressure: 0.13 @ 20°C  Clarifloc SE-1496 pH 3.5 6.5 @ 5 g/L Melting point/freezing point: <5°C Initial boiling point >100°C Flash point: Does not flash Vapor pressure: 2.3 KPa @ 20°C Vapor density 0.804 g/litre @ 20°C Relative density: 1.0 – 1.2 Decomposition Temperature > 150°C Viscosity >20.5 mm <sup>2</sup> /s @ 40°C

- 10.1.1 The low bidder meeting specifications shall be required to participate in the following testing procedures, prior to the final award of this quote being made. The vendor shall conduct an extensive series of jar tests (with the Lead Operator observing) to determine the ability of the Cationic Flocculant and Dry Polymer to properly coagulate and settle the suspended materials in the dewatering process. The vendor will supply sufficient material at no charge to Lee County for a two week evaluation of the Cationic Flocculant and Dry Polymer. The Vendor shall also supervise all phases of this evaluation for a minimum of two (2) weeks. During this time period, Lee County will get a firsthand look at how the polymer works under actual conditions such as, varied flow rates, temperature and solid content variations. If the tests are satisfactory, the award will then be made to that Vendor.
- 10.1.2 The Vendor supplying Polymer (Dry) shall be capable of offering regular technical service to Lee County Utilities. A service engineer shall be available upon 24 hours' notice for extending technical service, as requested.
- 10.1.3 A letter from the Department of Health stating this product is approved for use in Lee County Water Plant, should be submitted with the quote response, their address is as follows: Department of Health 60 Danley Drive, Unit 1, Ft. Myers, FL 33907 (239)274.2207.

## **11 DELIVERY LOCATIONS, CONTACTS, DELIVERY AMOUNTS REQUIREMENTS**

- 11.1 Delivery locations and contacts are provided as an excel attachment to this solicitation.



**12 ESTIMATED ANNUAL USAGE**

12.1

Material	Estimated Annual Usage
Hydrochloric Acid 31%	1.) 1,000 gal in 55gal Drums 2.) 244 gal in 1 gal Jugs
Zinc Ortho-Phosphate	1.) 5,000 gal bulk delivery 2.) 10,000 gal tote delivery
Anhydrous Ammonia	1.) 50 tons
Polymer (Dry)	1.) 8,500 lb; Calcifloc A-3310P 2.) 8,500 lb; Calcifloc A-3320
Quicklime, BULK	1.) 3,000 tons
Calcium Hypochlorite, Granular	1.) 8,000 lbs
Flocculent, Cationic Polyacrylamide Emulsion (Liquid)	1.) 4,000 gal Polydyne product SE-1079 2.) 8,000 gal Polydyne product SE-1080 3.) 3,000 gal Polydyne product SE-1496

**13 TRAINING SESSIONS**

- 13.1 The Vendor will be required to provide employee education and training according to FS 442.115 Employee Education and Training, at no additional cost to the County. (2) 4-hour training sessions each year, that meet the federal and state safety and right to know training requirements. The education and instruction of the County's operations personnel shall be by a qualified instructor familiar with the safe handling practices associated with the chemical being discussed. Failure to provide this service will be considered a default of the contract.
- 13.2 The training sessions will be held in one central location in Lee County, which will be determined by Lee County Utilities. The awarded Vendor(s) will be responsible for travel, lodging, meals and training materials cost.

**14 DESIGNATED CONTACT**

- 14.1 The Vendor shall appoint a person or persons to act as a primary contact for all County departments. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

**15 SUB-CONTRACTORS**

- 15.1 The use of sub-contractors under this bid is NOT allowed without prior written authorization from the County representative.

**16 PACKING SPECS**

- 16.1 Anhydrous Ammonia: Transportation of ammonia as a vapor is not commercially economical, it is shipped and stored as a liquefied compressed gas. When filling the customer's un-insulated tank, by volume, DOT regulations permit a maximum of 87.5%, if the temperature of the ammonia being loaded is not lower than 30F (-1.1C) and if the filling is stopped at the first sign of ice forming on the outside of the tank.
- 16.2 Polymer (Dry): Supplied in poly-lined multi-walled paper bags, net weight 56 lbs., or less (25 bags to pallet).
- 16.3 Quicklime: The quicklime shall be delivered in bulk, by a hopper truck that can be unloaded pneumatically.
- 16.3.1 Not more than 5% of the fines shall pass a No. 100 U.S. Standard sieve and none will be retained on a 3/4" sieve.
- 16.3.2 The material will have sufficient free flowing characteristics to prevent bridging in the storage silo at the water plant. If the material is found to bridge excessively in storage, this will be sufficient cause to cancel the contract and award the contract to the next lowest vendor.
- 16.3.3 The vendor will adjust pricing or issue credits or refunds if it is discovered that an unusual amount of foreign material is produced by the normal use of this material. The vendor will also be responsible for any equipment damage (including parts and labor) resulting from foreign materials introduced to the lime feed system with the quicklime.

Ver 11/07/2016-4

- 16.3.4 The analysis shall include a sieve analysis showing the percent captured on each size sieve, ranging from a #4 sieve to a #200 sieve. There shall also be an analysis presented showing the available calcium oxide content, slaking time, temperature rise and insoluble matter content. All analyses shall be done in accordance with AWWA Spec B-202.07 (or the latest edition).

End of Scope of Work and Specifications Section



Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: November 16, 2018

Solicitation No.: B180434BAW

Solicitation Name: Miscellaneous Chemicals for Water & Wastewater Treatment Plants - Annual

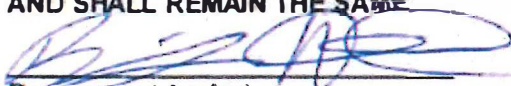
Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.	Can you confirm who the current supplier is for Quicklime and the price per ton?
Answer	<b>Current contract(s) can be viewed at the link below:</b> <a href="http://www.lee.gov/procurement/Project%20Documents/Chemicals%20for%20Utilities%20Water%20and%20Wastewater%20Plants%20B-140052/Chemrite,%20Inc.%20Sealed%20Bid.pdf">www.lee.gov/procurement/Project%20Documents/Chemicals%20for%20Utilities%20Water%20and%20Wastewater%20Plants%20B-140052/Chemrite,%20Inc.%20Sealed%20Bid.pdf</a>
2.	Would you advise current pricing/last bid tab for above referenced bid that opens on December 13.
Answer	<b>Current contract(s) can be viewed at the link below:</b> <a href="https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=4489&amp;fn=Project2013-11-22T08_01_37.xml">https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=4489&amp;fn=Project2013-11-22T08_01_37.xml</a>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME**

  
 Procurement Analyst  
 Lee County Procurement Management



Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: November 21, 2018

Solicitation No.: B1804343AW

Solicitation Name: Miscellaneous Chemicals for Water & Wastewater Treatment Plants - Annual

Subject: Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.	How many totes are delivered to each location per delivery?
Answer	<del>Per the delivery schedule delivery amounts are one (1) 230/250 tote Minimum to four (4) 230/250 gal tote Maximum per delivery. Lift gate trucks are required.</del>
2.	Would 275 gallon totes be acceptable?
Answer	<u>230/250 gallon totes are required.</u>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
 Procurement Analyst  
 Lee County Procurement Management



Procurement Management Department  
 1500 Monroe Street 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Main Line: (239) 533-8881  
 Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: December 3, 2018

Solicitation No.: B180434BAW

Solicitation Name: Miscellaneous Chemicals for Water & Wastewater Treatment Plants - Annual

Subject: Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.	Will you accept a Certificate of Analysis prepared by our in-house QC laboratory? We are an ISO certified facility.
Answer	<b>Yes. An in-house QC laboratory Certificate of Analysis is sufficient.</b>
2.	Do you still require a Certificate of Analysis of a product that is currently in use at Lee County Water Plants?
Answer	<b>Yes, a Certificate of analysis is required of a product currently in use at the County.</b>
3.	Will you accept a letter from 2014 or do you require one for current year?
Answer	<b>No, a new Certificate of Analysis is required. A 2014 letter is not acceptable.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
 Procurement Analyst  
 Lee County Procurement Management



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.lee.gov/procurement](http://www.lee.gov/procurement)

Posted Date: December 7, 2018

Solicitation No.: B180434BAW

Solicitation Name: Miscellaneous Chemicals for water & Wastewater Treatment Plants - Annual

Subject: Addendum Number 4

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

I.	Under the Product Delivery Type column for Section B Zinc Ortho-Phosphate, tote size lists only "230/250 Gallon tote", will you accept delivery in 275 gallon totes?
<b>Answer</b>	<b>No. The County will only except 230/250 gallon totes.</b>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

  
Procurement Analyst  
Lee County Procurement Management

**EXHIBIT B  
DELIVERY SCHEDULE**

Delivery Location	Contact Information	Material	Delivery Amounts/Requirements	Delivery Time
College Parkway Office 7401 College Parkway Ft Myers, FL 33907	Larry Clifford Cell: 239.839.4831	Granular Calcium Hypochlorite	1 pail Min-5 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
Corkscrew WTP 16101 Allico Road Ft. Myers, FL 33913	Scott Bonetz Cell: 239.898.1254	Hydrochloric Acid 31% Anhydrous Ammonia Polymer (Dry) Quicklime, BULK Granular Calcium Hypochlorite	2 cases Min-4 cases Max of 4 gallons per case per delivery 500 lbs Min-2,500 lbs Max per delivery, 30ft hose is required 1,500 lbs Min-2,000 lbs Max per delivery, Pallet Jack in truck is required 25 tons per delivery, JDR 4in hose is required 1 pail Min-5 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (3) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (3) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
Green Meadows WTP 16003 Airport Haul Road Ft. Myers, FL 33913	Phone Number: 239-267-1152 Fax number: 239-267-7105 Contact person: Damon Hardy	Hydrochloric Acid 31% Zinc Ortho-Phosphate Anhydrous Ammonia Granular Calcium Hypochlorite	4 cases min-8 cases Max of 4 gallons per case per delivery (1) 230/250 gal tote Min-(4) 230/250 gal tote Max per delivery, lift gate truck is required 500 lbs Min-2,500 lbs Max per delivery, 30ft hose is required 1 pail Min-5 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (3) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
Olga WTP 1450 Werner Drive Alva, FL 33920	Phone number: 239-894-4038 Fax number: 239-392-9095 Contact person: Dan Smith	Hydrochloric Acid 31% Anhydrous Ammonia Polymer (Dry) Granular Calcium Hypochlorite	12 cases Min-18 cases Max of 4 gallons per case per delivery 500 lbs Min-2,500 lbs Max per delivery, 30 ft hose is required 1,500 lbs Min-2,000 lbs Max per delivery, Pallet Jack in truck is required 1 pail Min-5 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (3) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (3) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
Deer Warehouse 5180 Tice Street Ft. Myers, FL 33915	Rick Doebeuf Cell: 239-871-2749	Granular Calcium Hypochlorite	10 pails Min-20 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
Gateway WRF 13285 Soccer Dr. Ft. Myers, FL 33913	Merle Clark Cell: 239-839-0431	Granular Calcium Hypochlorite Flocculant, Cationic Polyacrylamide Emulsion (Liquid)	1 pail Min-5 pails Max per delivery, lift gate truck is required (1) 230/250 gal tote Min-(4) 230/250 gal tote Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
Fiesta Village WRF 1366 San Souci Drive Ft. Myers, FL 33919	Bobby Dick Cell: 239-834-8998	Granular Calcium Hypochlorite Flocculant, Cationic Polyacrylamide Emulsion (Liquid)	1 pail Min-5 pails Max per delivery, lift gate truck is required (1) 230/250 gal tote Min-(4) 230/250 gal tote Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities

<b>Fiesta Village WRF</b> 1366 San Souci Drive Ft. Myers, FL 33919	<b>Bobby Diok</b> Cell: 239-634-8996	Granular Calcium Hypochlorite Floculant, Cationic Polyacrylamide Emulsion (Liquid)	1 pail Min - 5 pails Max per delivery, lift gate truck is required (1) 250/250 gal tote Min - (4) 250/250 gal tote Max per delivery, Lift gate truck is required	8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
<b>Three Oaks WRF</b> 18251 Three Oaks Parkway Ft. Myers, FL 33912	<b>Bob Diok</b> Cell: 239-634-2681	Hypochlorite Floculant, Cationic Polyacrylamide Emulsion (Liquid)	1 pail Min - 5 pails Max per delivery, lift gate truck is required (1) 230/250 gal tote Min - (4) 230/250 gal tote Max per delivery, Lift gate truck is required	order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
<b>Highpoint WRF</b> 3001 Sedgefield Road N. Ft. Myers, FL 33917	<b>Merle Clark</b> Cell: 239-639-0431	Granular Calcium Hypochlorite	1 pail Min - 5 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
<b>North Lee County WTP</b> 18250 Durrance Road N. Ft. Myers, FL 33917	Phone number: 239-287-7152 Fax number: 239-287-7105 Contact person: Larry Campanelli	Hydrochloric Acid 31% Zinc Ortho-Phosphate Anhydrous Ammonia Granular Calcium Hypochlorite	4 cases min - 5 cases Max of 4 gallons per case per delivery (1) 230/250 gal tote Min - (4) 230/250 gal tote Max per delivery, Lift gate truck is required 500 lbs Min - 2,500 lbs Max per delivery, 30 ft hose is required 1 pail Min - 2 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (3) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
<b>Pine Island WRF</b> 6928 Spingefellow Rd. Saint James City, FL 33958	<b>Mike Frazzetto</b> Cell: 239-823-3788	Hydrochloric Acid 31% Zinc Ortho-Phosphate Anhydrous Ammonia Granular Calcium Hypochlorite	(5) 55gal drum Min - (8) 55gal drum Max per delivery 1,000 pails Min - 3,000 pails Max delivery, 30ft Zn hose is required 500 lbs Min - 2,500 lbs Max per delivery, 30 ft hose is required 2 pails Min - 4 pails Max per delivery, lift gate truck is required	8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (3) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities
<b>Fort Myers Beach WRF</b> 17155 Pine Ridge Road Fort Myers, FL 33908	<b>Darryl Parker</b> Cell: 239-357-0246	Hydrochloric Acid 31% Granular Calcium Hypochlorite Floculant, Cationic Polyacrylamide Emulsion (Liquid)	(4) 55gal drum Min - (8) 55gal drum Max per delivery 1 pail Min - 5 pails Max per delivery, lift gate truck is required (1) 230/250 gal tote Min - (4) 230/250 gal tote Max per delivery, Lift gate truck is required	8am-4pm, Mon-Fri, within (7) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities 8am-4pm, Mon-Fri, within (8) calendar days of verbal receipt of order from Lee County Utilities



**EXHIBIT C  
FEE SCHEDULE**

Material	Product Delivery Type	Cost Per
Zinc Ortho-Phosphate	Bulk	7.49 gal
Zinc Ortho-Phosphate	230/250 Gallon tote	6.45 gal

## EXHIBIT D INSURANCE REQUIREMENTS

Ver 11/17/2014



### Lee County Insurance Requirements including Pollution Liability

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided.

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with maximum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have maximum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease - policy limit

- d. Pollution Liability - Covering property loss and liability arising from pollution-related damages for sites that have been inspected and found non-contaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

*\*The required minimum limit of liability shown in a, or b, may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 07/16/2018 - Page 1 of 2



**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.
  - c. Lee County will be given notice prior to cancellation or modification of any required insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better.

Revised 07/16/2018 - Page 2 of 2

End of Insurance Guide Section