

CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

AGENDA • SEPTEMBER 26, 2017

City Commission Chamber Second Public Hearing Budget Meeting

7:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448



City Commission Chamber
City Hall
1065 Ridgewood Avenue
Holly Hill, FL 32117

CITY COMMISSION MEMBERS

Mayor
John Penny

District 1 - Commissioner
Arthur J. Byrnes

District 3 - Commissioner
John C. Danio

District 2 - Commissioner
Penny Currie

District 4 - Commissioner
Chris Via

CITY MANAGER
Joseph Forte

CITY CLERK
Valerie Manning

1. CALL TO ORDER

- a. Roll Call
- b. Invocation
- c. Pledge of Allegiance

2. PUBLIC HEARINGS - SECOND READINGS - BUDGET

Please silence any cell phone, pager or noise making device as not to interrupt the meeting. Staff will introduce each item for consideration, with comments and recommendations. The applicant or appellant and supporters will be heard first. Those in opposition to the request will be heard next. Comments should be restricted to pertinent information regarding the agenda item under discussion. Out of courtesy to others, we ask that speakers keep their comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

- 1. Resolution Resolution 2017-R-54 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

- 2. Resolution Resolution 2017-R-55 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.

(Requested by Kurt Swartzlander, Finance)

3. PRESENTATION

- 1. Presentation from the Florida League of Cities - City Commissioner Arthur J. Byrnes, District 1

(Requested by Valerie Manning, City Clerk)

4. PUBLIC COMMENTS**5. APPROVAL OF MINUTES**

- 1. Minutes - Special Meeting - September 8, 2017, Declaring a Local State of Emergency - Hurricane Irma

(Requested by Valerie Manning, City Clerk)

6. CONSENT AGENDA - ITEMS (1 - 4)

The action proposed is stated for each item on the Consent Agenda. Unless a City Commissioner removes an item from the Consent Agenda, no discussion on individual items will occur and a single motion will approve all items. Is there anyone in the audience who wishes to speak on any item on the Consent Agenda?

1. Resolution Resolution 2017-R-56 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Bid to DB Civil Construction to Perform the Project "7Th Street Drainage Improvements"; Approving the Agreement and Authorizing the City Manager to Execute the Agreement; and Providing for Severability; and Providing an Effective Date.

(Requested by Mark Juliano, Public Works)

2. Resolution Resolution 2017-R-57 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2017-2018 Supply of Water and Waste Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.

(Requested by Mark Juliano, Public Works)

3. Resolution Resolution 2017-R-58 A Resolution of the City of Holly Hill, Florida, Ratifying the Eastern Volusia Regional Water Authority 2017-2018 Budget; and Providing an Effective Date.

(Requested by Valerie Manning, City Clerk)

4. Police Department- 2017 Red Ribbon Week Funding Holly Hill School K-8 Anti-Drug Campaign

(Requested by Steve Aldrich, Police)

7. REGULAR AGENDA

1. Resolution Resolution 2017-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Phillips & Jordan, Inc. to Perform Disaster Debris Removal Reduction and Recovery Services Under Contract No. 16-P-32PW, Effective November 13, 2016, through January 31, 2020, Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

2. Ordinance Ordinance 2995 An Ordinance of the City of Holly Hill, Florida, Amending the Code of Ordinances, Chapter 54 Section 1, Solid Waste; Creating Chapter 54-10 Franchises/Non-Exclusive Franchises; Providing for Repeal of Ordinances in Conflict Herewith; Providing for Severability; and Providing an Effective Date.

(Requested by Kurt Swartzlander, Finance)

8. PUBLIC HEARINGS - NONE

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comments brief and try to limit these comments to information not previously discussed. Speakers should state their name and address clearly for the record. The City Clerk's office is required to retain any documents, photographs, drawings, etc. that are shown to the City Commissioners in support of a position. The City Commission may ask questions of speakers or of staff members. The Mayor will then ask the City Commission to make a recommendation or motion. Once a motion has been made and seconded, discussion will be closed to the floor. Following City Commission discussion, a vote will be taken. During voting, Commissioners who do not cast objecting votes are considered to have voted in support of the motion.

9. COMMUNICATIONS

- A. City Manager & Staff Comments
- B. City Attorney Comments
- C. Mayor's Comments
- D. City Commission Comments

10. ADJOURNMENT

Website Address – www.hollyhillfl.org (City Clerk)

NOTICE – If any person decides to appeal any decision of the City Commission at this meeting, he/she will need a record of the proceedings and, for that purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City does not prepare or provide such a record.



For special accommodations, please notify the City Clerk's Office at least 72 hours in advance. (386) 248-9441



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the City Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Commission proceedings should contact the City Clerk's Office no later than three (3) days prior to the proceedings.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 26, 2017
FROM: Kurt Swartzlander
SUBJECT: Resolution 2017-R-54 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1762)
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a final millage rate for the upcoming fiscal year, 2017-18. The City Commission adopted a tentative millage rate of 6.8949 at a meeting on September 18, 2017.

State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. This is the Second hearing to adopt a Final millage rate and on September 18, 2017 there was a first hearing to adopt the tentative millage rate.

Subsequent to the adoption of the proposed millage rate, the Notice of Proposed Property Taxes, otherwise known as TRIM (Truth in Millage) notice, was prepared and mailed to taxpayers by the County Property Appraiser. Printed on the TRIM notice was the date of the first scheduled public hearing to adopt the tentative budget and the tentative millage rate, or September 18. The purpose of this hearing is to give the general public an opportunity to speak for or against the final millage rate and final budget. The City is required to provide notice of the final hearing with an advertisement containing the summary budget information along with the final millage rate and the final approved budget. This was published Saturday, September 23, 2017 in the Daytona Beach News-Journal.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the final millage rate and final budget.

FISCAL ANALYSIS:

City Commission is hereby being requested to set the final millage rate at the final millage rate of 6.8949. The proposed budget for the Fiscal Year 2017-2018 Budget is based on this millage rate.

STAFF RECOMMENDATION:

Approve Resolution 2017-R-54 adopting the final millage rate.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-54, ADOPTING THE FINAL MILLAGE RATE OF 6.8949 MILLS; ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018.

Resolution No. (ID # 1762)

**RESOLUTION 2017-R-54 A RESOLUTION OF THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE
CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND
PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN
EFFECTIVE DATE.**

RESOLUTION 2017-R-54

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE FINAL LEVYING OF AD VALOREM
TAXES FOR THE CITY OF HOLLY HILL FOR THE
FISCAL YEAR 2017-2018; AND PROVIDING FOR
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE
DATE.**

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 26, 2017, adopted a Fiscal year 2017-2018 final millage rate following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation Volusia County has been certified by the County Property Appraiser to the City of Holly Hill as \$575,808,282.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. The FY 2017-2018 operating millage is 6.8949 Mills, which is greater than the rolled-back rate of 6.5426 by 5.38%.

SECTION 2. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2017.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 26, 2017
FROM: Kurt Swartzlander
SUBJECT: Resolution 2017-R-55 A Resolution of the City Commission of the City of Holly Hill, Volusia County, Florida, Adopting the Final Budget for the City of Holly Hill for the Fiscal Year 2017-2018; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1766)
APPLICANT:
PLANNER:

DISCUSSION:

Florida Statute requires the City to hold a Public Hearing to adopt a tentative budget for the upcoming fiscal year, 2017-2018. State law requires that two formal public hearings be held in September and neither can conflict with the hearing dates established by the County School Board or the County Commission. This is a second hearing to adopt a final budget and on September 18, 2017 there was a hearing to adopt the tentative Budget.

The purpose of the final public hearing is to once again give the general public an opportunity to speak for or against the budget. At this meeting the Commission will adopt the final budget.

FISCAL ANALYSIS:

Dependent upon City Commission action.

STAFF RECOMMENDATION:

Approve Resolution 2017-R-55 adopting the final budget.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-55, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018.

ATTACHMENTS:

- FINAL BUDGET 17-18 (PDF)

Resolution No. (ID # 1766)**RESOLUTION 2017-R-55 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.****RESOLUTION 2017-R-55**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, VOLUSIA COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR THE CITY OF HOLLY HILL FOR THE FISCAL YEAR 2017-2018; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Holly Hill of Volusia County, Florida, on September 26, 2017, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Holly Hill of Volusia County Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2017-2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The FISCAL Year 2017-2018 Final Budget be adopted.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER,
2017.**

ANNUAL BUDGET FY 2017-18

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
GENERAL FUND					
1 Personnel	4,840,630	5,030,173	5,159,700	5,159,700	5,480,100
2 Operating	1,684,150	1,821,236	2,286,200	2,457,600	2,413,000
3 Capital	603,663	418,639	0	0	0
4 Debt Svc/Other	183,922	127,882	2,022,100	2,206,900	1,648,500
Total GENERAL FUND	7,312,365	7,397,930	9,468,000	9,824,200	9,541,600
LOCAL OPTION FUEL TAX					
2 Operating	114,236	242,129	0	0	0
3 Capital	93,884	2,800	114,600	114,600	114,600
Total LOCAL OPTION FUEL TAX	208,120	244,929	114,600	114,600	114,600
PERMITTING					
1 Personnel	210,430	236,443	199,800	199,800	215,500
2 Operating	61,181	33,492	41,300	41,300	49,000
Total PERMITTING	271,611	269,935	241,100	241,100	264,500
SIDEWALK					
2 Operating	8	11	0	0	0
Total SIDEWALK	8	11	0	0	0
LAW ENFORCEMENT IMPACT FEE					
4 Debt Svc/Other	0	0	1,000	1,000	1,000
Total LAW ENFORCEMENT IMPACT	0	0	1,000	1,000	1,000
FIRE IMPACT FEE TRST ACCT					
4 Debt Svc/Other	0	0	1,000	1,000	1,000
Total FIRE IMPACT FEE TRST ACCT	0	0	1,000	1,000	1,000
ROAD IMPACT FEE TRST ACCT					
4 Debt Svc/Other	0	0	1,000	1,000	1,000
Total ROAD IMPACT FEE TRST ACC	0	0	1,000	1,000	1,000
PARK IMPACT FEE TRST ACCT					
4 Debt Svc/Other	0	10,000	2,000	2,000	2,000
Total PARK IMPACT FEE TRST ACCT	0	10,000	2,000	2,000	2,000
LAW ENFORCEMENT TRUST FUND					
2 Operating	480	148	0	800	0
3 Capital	0	0	38,500	37,700	0
Total LAW ENFORCEMENT TRUST F	480	148	38,500	38,500	0

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

ANNUAL BUDGET FY 2017-18

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
H H POLICE EXPLORERS					
2 Operating	1,559	587	1,400	1,400	1,400
Total H H POLICE EXPLORERS	1,559	587	1,400	1,400	1,400
COMMUNITY REDEVELOPMENT					
1 Personnel	364,479	360,220	432,400	432,400	448,500
2 Operating	154,581	173,802	347,800	350,000	358,700
3 Capital	279,624	64,351	3,976,900	3,974,700	4,729,500
4 Debt Svc/Other	891,546	874,375	954,900	954,900	944,500
Total COMMUNITY REDEVELOPME	1,690,230	1,472,748	5,712,000	5,712,000	6,481,200
CRA DEBT SERVICE FUND					
4 Debt Svc/Other	399,558	398,132	403,300	403,300	399,900
Total CRA DEBT SERVICE FUND	399,558	398,132	403,300	403,300	399,900
CRA 2013 DEBT SERVICE FND					
4 Debt Svc/Other	446,831	448,850	451,600	451,600	448,000
Total CRA 2013 DEBT SERVICE FND	446,831	448,850	451,600	451,600	448,000
CRA PROJECTS FUND					
2 Operating	0	308	0	0	0
3 Capital	26,195	241,386	3,787,400	3,787,400	2,134,900
Total CRA PROJECTS FUND	26,195	241,694	3,787,400	3,787,400	2,134,900
CDBG					
2 Operating	0	0	13,800	13,800	13,800
3 Capital	88,476	57,300	78,500	118,500	78,500
Total CDBG	88,476	57,300	92,300	132,300	92,300
LLEBG					
2 Operating	0	4,221	0	5,500	0
3 Capital	4,333	0	0	0	0
Total LLEBG	4,333	4,221	0	5,500	0
CAPITAL PROJECTS					
3 Capital	0	0	1,909,600	2,091,900	2,584,500
4 Debt Svc/Other	0	0	0	6,000	0
Total CAPITAL PROJECTS	0	0	1,909,600	2,097,900	2,584,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

ANNUAL BUDGET FY 2017-18

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
WATER & SEWER FUND					
1 Personnel	1,300,607	1,522,482	1,551,500	1,551,500	1,590,900
2 Operating	1,063,975	1,163,771	1,852,300	2,023,100	2,072,100
4 Debt Svc/Other	4,035,800	3,760,000	3,136,000	3,146,200	2,707,600
Total WATER & SEWER FUND	6,400,382	6,446,253	6,539,800	6,720,800	6,370,600
PROPRIETARY R&R FUND					
2 Operating	-483	2,822	4,000	4,000	4,000
4 Debt Svc/Other	867,400	748,500	586,900	586,900	586,900
Total PROPRIETARY R&R FUND	866,917	751,322	590,900	590,900	590,900
STORMWATER FUND					
1 Personnel	168,120	245,282	230,900	230,900	218,400
2 Operating	546,176	502,224	287,000	288,300	283,800
3 Capital	0	0	720,300	719,000	390,000
4 Debt Svc/Other	403,700	440,700	440,700	440,700	440,700
Total STORMWATER FUND	1,117,996	1,188,206	1,678,900	1,678,900	1,332,900
STORMWTR DRAINAGE DEBT SV					
4 Debt Svc/Other	352,227	352,193	353,700	353,700	353,700
Total STORMWTR DRAINAGE DEBT	352,227	352,193	353,700	353,700	353,700
DEBT SERVICE					
4 Debt Svc/Other	929,648	928,853	938,000	938,000	941,600
Total DEBT SERVICE	929,648	928,853	938,000	938,000	941,600
STATE LOAN DEBT SERVICE					
4 Debt Svc/Other	158,923	158,875	160,500	160,500	160,600
Total STATE LOAN DEBT SERVICE	158,923	158,875	160,500	160,500	160,600
W&S SERIES 2005 DEBT					
4 Debt Svc/Other	107,181	104,565	111,600	111,600	111,600
Total W&S SERIES 2005 DEBT	107,181	104,565	111,600	111,600	111,600
W&S SRF - 2005 DEBT					
4 Debt Svc/Other	40,463	40,457	40,800	40,800	40,900
Total W&S SRF - 2005 DEBT	40,463	40,457	40,800	40,800	40,900
W&S R&R SERIES 2011 DEBT					
4 Debt Svc/Other	329,042	329,038	329,300	329,300	329,300
Total W&S R&R SERIES 2011 DEBT	329,042	329,038	329,300	329,300	329,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

ANNUAL BUDGET FY 2017-18

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
W&S R&R SERIES 2011 DEBT					
4 Debt Svc/Other	323,746	843,906	330,300	330,300	328,200
Total W&S R&R SERIES 2011 DEBT	323,746	843,906	330,300	330,300	328,200
W&S WTR MTR,SER.2013 DEBT					
4 Debt Svc/Other	204,659	169,347	171,500	171,500	170,100
Total W&S WTR MTR,SER.2013 DE	204,659	169,347	171,500	171,500	170,100
RENEWAL & REPLACEMENT					
2 Operating	2,054	2,102	0	0	0
3 Capital	0	0	1,533,100	2,271,300	1,904,200
4 Debt Svc/Other	519,978	30,178	0	145,000	297,800
Total RENEWAL & REPLACEMENT	522,032	32,280	1,533,100	2,416,300	2,202,000
WATER IMPACT FEES					
4 Debt Svc/Other	0	0	254,600	254,600	194,600
Total WATER IMPACT FEES	0	0	254,600	254,600	194,600
SEWER IMPACT FEES					
4 Debt Svc/Other	0	0	386,200	386,200	150,400
Total SEWER IMPACT FEES	0	0	386,200	386,200	150,400
W&S R&R BOND SERIES 2011					
2 Operating	0	0	0	0	50,000
3 Capital	0	0	213,200	213,200	167,600
4 Debt Svc/Other	19,610	0	0	0	0
Total W&S R&R BOND SERIES 2011	19,610	0	213,200	213,200	217,600
W&S SER.2013 CONSTR FUND					
4 Debt Svc/Other	15,932	0	0	0	0
Total W&S SER.2013 CONSTR FUN	15,932	0	0	0	0
SOLID WASTE FUND					
2 Operating	1,713,289	1,772,220	1,919,300	4,619,300	1,920,300
4 Debt Svc/Other	50,000	140,700	437,700	437,700	437,700
Total SOLID WASTE FUND	1,763,289	1,912,920	2,357,000	5,057,000	2,358,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

ANNUAL BUDGET FY 2017-18

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
Total Budget All Funds	23,601,813	23,804,700	38,214,200	42,568,400	37,920,900

**CITY OF HOLLY HILL
ESTIMATED FUND BALANCES
2017-18**

Fund	Fund Name	Est Beginning Fund Balance Sept 30, 2017	Revenue Projection 2017-18	Expenditure Projection 2017-18	Estimated Fund Balance Sept 30, 2018
001	General fund				
	Unassigned	2,401,046	8,535,100	9,538,000	1,398,146
	Police Education	5,934	3,600	3,600	5,934
	Total General Fund	2,406,980	8,538,700	9,541,600	1,404,080
002	2nd LOGT	93,648	114,600	114,600	93,648
003	Recreation	834	0	0	834
004	B&Z	0	264,500	264,500	0
005	Sidewalks	6,001	0	0	6,001
006	Fire Victims	0	0	0	0
101	PD Impact*	62,349	1,000	1,000	62,349
102	FD Impact*	43,751	1,000	1,000	43,751
103	RD Impact*	87,024	1,000	1,000	87,024
104	Park Impact*	45,348	2,000	2,000	45,348
110	LETf*	44,300	0	0	44,300
115	Explorers*	1,664	1,400	1,400	1,664
130	CRA*	4,149,500	2,331,700	6,481,200	0
139	CRA Capital Projects*	2,132,500	2,400	2,134,900	0
140	CDBG	0	92,300	92,300	0
150	LLEBG	0	0	0	0
301	Capital Projects*	1,097,223	1,513,000	2,584,500	25,723
400	WTR/SWR	1,646,142	6,369,200	6,370,600	1,644,742
407	WTR/SWR R&R	71,347	590,900	590,900	71,347
460	Stormwater	2,483,091	962,500	1,332,900	2,112,691
480	WTR/SWR Cap Proj	1,407,152	794,848	2,202,000	0
481	Wtr Impact*	627,226	4,600	194,600	437,226
482	Swr Impact*	1,247,957	5,200	150,400	1,102,757
487	Cap Proj Bond	217,600	0	217,600	0
488	Cap Proj Bond	0	0	0	0
495	Solid Waste	892,114	2,358,000	2,061,000	1,189,114
source: ^Rollover Equity & Fund		18,763,750	23,948,848	34,340,000	8,372,598

* Restricted Use Funds

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

GENERAL FUND					FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
AD VALOREM TAXES									
001	0000	311	1000	CURRENT AD-VALOREM TAXES	2,478,931	2,578,983	2,578,100	2,578,100	2,724,600
	0000		2000	DELINQUENT AD-VALOREM TA	15,607	4,250	4,000	4,000	4,000
					2,494,538	2,583,233	2,582,100	2,582,100	2,728,600
SALES AND USE TAXES									
001	0000	312	4100	1ST LOCAL OPTION FUEL TAX	164,188	174,451	169,000	169,000	169,000
	0000		5100	FIRE INS/FIRE PENSION	42,128	44,898	55,100	55,100	55,100
	0000		5200	INS TAX/POLICE PENSION	102,019	108,177	102,000	102,000	102,000
					308,335	327,526	326,100	326,100	326,100
UTILITY SERVICE TAXES									
001	0000	314	1000	ELECTRICITY	1,018,529	1,036,293	934,000	934,000	934,000
	0000		3000	WATER UTILITY TAX	261,693	274,945	267,000	267,000	267,000
	0000		4000	NATURAL GAS UTILITY TAX	22,123	16,331	16,000	16,000	16,000
	0000		8000	PROPANE UTILITY TAX	18,626	15,302	14,000	14,000	14,000
					1,320,971	1,342,871	1,231,000	1,231,000	1,231,000
LOCAL COMMUNICATIONS SERVICE TAX									
001	0000	315	1000	TELECOMMUNICATIONS	412,344	379,629	370,900	370,900	370,900
					412,344	379,629	370,900	370,900	370,900
LOCAL BUSINESS TAX									
001	0000	316	0000	LOCAL BUSINESS TAX	184,139	188,926	210,000	210,000	210,000
					184,139	188,926	210,000	210,000	210,000
FRANCHISE FEES									
001	0000	323	1000	ELECTRICITY	785,848	764,275	763,000	763,000	763,000
	0000		4000	GAS	16,968	20,435	17,000	17,000	17,000
	0000		9100	TOWING SERVICE	41,716	19,527	16,800	16,800	16,800
					844,532	804,237	796,800	796,800	796,800
OTHER PERMITS AND FEES									
001	0000	329	1000	OTHER PERMITS AND FEES	6,325	5,725	8,000	8,000	8,000
	0000		1030	GOLF CART REGIST-RESIDENT	75	18	0	0	0
	0000		1040	APPLICATION FEE-BTR(OL)	0	5,420	0	0	0
	0000		2000	OL FIRE INSPECTION FEES	25,693	27,565	13,600	13,600	13,600
					32,093	38,728	21,600	21,600	21,600
FEDERAL GRANTS									
001	0000	331	1100	FEMA-HMGP GRANT	0	0	0	0	25,000
	0000		2500	US DOT/FL DOT	0	0	0	0	40,000
	0000		2600	BULLETPROOF VEST GRANT	3,051	0	0	0	0
					3,051	0	0	0	65,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

STATE GRANTS

001 0000 334 7500 STATE GRANT	4,421	0	681,000	681,000	0
0000 7510 FDACS GRANT	58,413	0	0	0	0
0000 7530 FIND GRANT	0	3,735	0	2,800	341,100
0000 7540 FWC GRANT	0	0	0	8,300	12,000
	62,834	3,735	681,000	692,100	353,100

STATE SHARED REVENUES

001 0000 335 1200 STATE REVENUE SHARING	393,651	396,489	383,700	383,700	383,700
0000 1400 MOBILE HOME LICENSES	15,531	14,372	14,500	14,500	14,500
0000 1500 ALCOHOL BEVERAGE TAX	7,689	7,644	7,700	7,700	7,700
0000 1800 LOCAL GOVT 1/2 CENT TAX	602,221	630,891	620,000	620,000	620,000
0000 2100 FIREFIGHTER SUPPL. COMP.	16,493	10,957	4,400	4,400	4,400
	1,035,585	1,060,353	1,030,300	1,030,300	1,030,300

GRANTS-OTHER LOCAL UNITS

001 0000 337 1000 GENERAL GOV GRANT	750	0	0	0	0
0000 2010 REMOVAL-DERELICT VEHICLES	0	1,145	0	0	0
0000 7000 C/R- PORT AUTHORITY GRANT	175,000	0	0	0	0
0000 7110 ECHO GRANT	0	0	0	0	327,600
	175,750	1,145	0	0	327,600

LOCAL SHARED REVENUES

001 0000 338 2000 CITY SHARE/COUNTY BUS TAX	11,183	11,008	8,800	8,800	8,800
	11,183	11,008	8,800	8,800	8,800

CHARGES FOR SERVICES

001 0000 342 1010 COPIES/POLICE RPTS/OTHER	1,317	2,795	2,000	2,000	2,000
0000 1020 FINGERPRINTS/FALSE ALARMS	265	241	200	200	200
0000 2020 FIRE PLAN REVIEW FEES	840	1,020	1,000	1,000	1,000
	2,422	4,056	3,200	3,200	3,200

CHARGES FOR SERVICES

001 0000 344 9010 MEDIAN MAINTENANCE-DOT	31,834	31,834	31,800	31,800	31,800
0000 9012 TRAFFIC SIGNAL MAINT-DOT	13,280	24,320	36,000	36,000	36,000
0000 9015 HWY LIGHTING MAINT - DOT	46,369	47,760	34,800	34,800	34,800
	91,483	103,914	102,600	102,600	102,600

CHARGES FOR SERVICES

001 0000 347 2100 PROGRAM ACTIVITY FEES	4,832	6,878	7,300	7,300	7,300
0000 4050 REGISTRATION FEES	1,145	525	3,000	3,000	3,000
0000 4300 PROMOTIONAL ACTIVITY	1,073	837	900	900	900
0000 5300 SICA HALL REVENUES	8,513	8,956	8,000	8,000	8,000
	15,563	17,196	19,200	19,200	19,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

CHARGES FOR SERVICES

001 0000 349 2010 COMP PLAN AMENDMENTS	0	2,000	2,000	2,000	2,000
0000 2020 REZONING	1,200	2,450	1,000	1,000	1,000
0000 2050 SUBDIVISION	0	1,500	500	500	500
0000 2071 RESIDENTIAL VARIANCE	1,050	700	500	500	500
0000 2072 NON-RESIDENTIAL VARIANCE	0	500	500	500	500
0000 2080 ZONING VERIFICATION LETTR	125	350	200	200	200
0000 2100 PASS-THRU LEG.ADS,ADV,LEG	7,000	4,200	3,600	3,600	3,600
0000 4000 CERTIFICATN/COPIES/RESRCH	5,388	7,353	7,000	7,000	7,000
0000 5030 SITE PLAN REVIEW	4,300	6,000	2,000	2,000	2,000
0000 5040 SPECIAL EXCEPTION	1,000	500	1,000	1,000	1,000
	20,063	25,553	18,300	18,300	18,300

JUDGMENTS, FINES & FORFEITURES

001 0000 351 2000 CIRCUIT COURT-CRIMINAL	4,250	3,549	3,100	3,100	3,100
0000 2030 POLICE EDUCATION	130	126	100	100	100
0000 5000 TRAFFIC COURT	18,622	11,818	13,500	13,500	13,500
0000 5030 POLICE EDUCATION	1,710	1,681	1,900	1,900	1,900
0000 9000 OTHER	24	12	0	0	0
	24,736	17,186	18,600	18,600	18,600

JUDGMENTS, FINES & FORFEITURES

001 0000 354 0000 LOCAL ORDINANCE VIOLATION	9,859	14,867	20,000	20,000	20,000
	9,859	14,867	20,000	20,000	20,000

INTEREST EARNINGS

001 0000 361 1000 INVESTMENTS	4,715	7,700	4,000	4,000	4,000
0000 1500 STI - SUNTRUST INVESTMENT	86	274	200	200	200
0000 2000 SBA ACCOUNTS	0	25,235	0	0	0
	4,801	33,209	4,200	4,200	4,200

SALES & COMPENSATION/DISP OF FIXED ASSETS

001 0000 364 4100 SALE OF FIXED ASSETS	16,517	10,780	0	0	0
	16,517	10,780	0	0	0

OTHER MISCELLANEOUS REVENUES

001 0000 365 1000 SURPLUS MATLS/SCRAP SALES	71	0	0	0	0
	71	0	0	0	0

CONTRIBUTIONS

001 0000 366 9000 CONTRIB/GRANTS/DONATIONS	250	4,608	0	0	0
0000 9040 FMIT SAFETY GRANT	3,000	0	0	0	0
0000 9050 SPONSORSHIPS	3,500	4,250	1,500	1,500	1,500
0000 9090 RCYCLD ELECTRNCs DONATION	0	48	0	0	0
	6,750	8,906	1,500	1,500	1,500

OTHER MISCELLANEOUS REVENUES

001 0000 367 0000 LICENSES	0	358	0	0	0
	0	358	0	0	0

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

OTHER MISCELLANEOUS REVENUES

001 0000 369 2010	COLLECTIONS ADMIN FEE	7,875	8,540	10,000	10,000	10,000
0000 2020	COLLECTION AGENCY FEES	13,965	16,828	20,000	20,000	20,000
0000 3030	INSURANCE	4,574	2,467	0	0	0
0000 8010	SUNTRUST P-CARD REBATES	27,915	27,893	28,000	28,000	28,000
0000 9000	MISC REVENUES	10,857	25,834	7,500	7,500	7,500
		65,186	81,562	65,500	65,500	65,500

APPROPRIATIONS

001 0000 380 1000	APPROPRIATED FUND BAL	0	0	1,140,500	1,479,600	1,002,900
		0	0	1,140,500	1,479,600	1,002,900

TRANSFERS FROM ENTERPRISE OPERATIONS

001 0000 381 1000	TRANSFER FRM W&S FUND	531,800	588,100	588,100	588,100	588,100
0000 6100	TRANS FRM GEN IMPACT FEES	0	10,000	0	0	0
0000 7000	TRANSFER FRM SOLID WASTE	50,000	140,700	140,700	140,700	140,700
0000 7500	TRANSFER FRM STORMWATER	50,000	87,000	87,000	87,000	87,000
0000 8000	TRANS FRM HOLLY HILL PAL	3,202	0	0	0	0
0000 9000	TRANS FRM OTHER FUNDS	0	1,348	0	6,000	0
		635,002	827,148	815,800	821,800	815,800

GENERAL FUND		7,777,808	7,886,126	9,468,000	9,824,200	9,541,600
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Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CITY COMMISSION						
1 Personnel	001 1101					
511	1100 EXECUTIVE SALARIES	44,169	43,736	44,000	44,000	44,000
511	2100 FICA/MEDICARE TAXES	2,613	2,295	3,400	3,400	3,400
511	2300 LIFE & HEALTH INSURANCE	14,860	19,818	40,500	40,500	44,600
511	2400 WORKERS COMP INSURANCE	89	87	100	100	100
	Subtotal	61,731	65,936	88,000	88,000	92,100
CITY COMMISSION						
2 Operating	001 1101					
511	4001 REGULAR TRAVEL	2,789	3,510	2,000	2,000	2,000
511	4200 POSTAGE, FRT, EXPRESS	7	0	100	100	100
511	4700 PRINTING & BINDING	677	340	500	500	500
511	4910 OTHER SPECIAL COSTS	0	15,330	61,400	61,400	25,000
511	5100 OFFICE SUPPLIES	301	0	0	0	0
511	5205 MEETING EXPENSE	403	0	500	500	300
511	5220 CLOTHING & EQUIPMENT	104	0	400	400	500
511	5400 BOOKS/PUBL/SUBSCR/MEMBERS	3,702	2,767	3,200	3,200	4,200
511	5501 TRAINING & EDUCATION COST	2,411	2,155	5,000	5,000	5,000
	Subtotal	10,394	24,102	73,100	73,100	37,600
CITY COMMISSION	Total	72,125	90,038	161,100	161,100	129,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1101 511 1100	EXECUTIVE SALARIES	44,000
	EXECUTIVE SALARIES	44,000
	A MAYOR	
	B COMMISSIONERS (4)	
001 1101 511 2100	FICA/MEDICARE TAXES	3,400
	FICA AND MEDICARE	3,400
001 1101 511 2300	LIFE & HEALTH INSURANCE	44,600
	MEDICAL AND LIFE INSURANCE	44,600
001 1101 511 2400	WORKERS COMP INSURANCE	100
	WORKERS COMPENSATION INSURANCE	100
001 1101 511 4001	REGULAR TRAVEL	2,000
	FLORIDA LEAGUE OF CITIES CONFERENCE INCL MILEAGE	2,000
001 1101 511 4200	POSTAGE, FRT, EXPRESS	100
	POSTAGE	100
001 1101 511 4700	PRINTING & BINDING	500
	BUSINESS CARDS ETC	500
001 1101 511 4910	OTHER SPECIAL COSTS	25,000
	HOMELESS SHELTER COSTS	25,000
001 1101 511 5205	MEETING EXPENSE	300
	MEETING EXPENSES	300
001 1101 511 5220	CLOTHING & EQUIPMENT	500
	COMMISSION MEMBER SHIRTS	500
001 1101 511 5400	BOOKS/PUBL/SUBSCR/MEMBERS	4,200
	FLC MEMBERSHIP	1,300
	RIVER2SEA TPO MEMBERSHIP	1,200
	VOLUSIA LEAGUE OF CITIES MEMBERSHIP	1,000
	FL LEAGUE OF MAYORS	400
	VCARD	300
001 1101 511 5501	TRAINING & EDUCATION COST	5,000
	FLORIDA LEAGUE OF CITIES CONFERENCE REGISTRATIONS	4,000
	VOLUSIA LEAGUE OF CITIES DINNERS (6/YR X 5)	1,000
TOTAL FOR DEPT: 1101		129,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CITY MANAGER						
1 Personnel	001 1201					
512	1100 EXECUTIVE SALARIES	120,799	145,985	147,900	147,900	151,400
512	1200 REGULAR SALARIES & WAGE	49,662	50,506	51,800	51,800	53,100
512	2100 FICA TAXES	14,448	13,211	15,400	15,400	15,800
512	2200 RETIREMENT CONTRIBUTION	28,202	33,686	34,800	34,800	37,300
512	2300 LIFE & HEALTH INSURANCE	14,064	16,773	17,100	17,100	18,700
512	2400 WORKERS COMP INSURANCE	366	347	400	400	400
512	2500 UNEMPLOYMENT COMP	1,081	247	0	0	0
	Subtotal	228,622	260,755	267,400	267,400	276,700

CITY MANAGER

2 Operating	001 1201					
512	3101 PROFESSIONAL SERVICES	0	0	20,000	22,500	0
514	3101 PROFESSIONAL SERVICES	92,167	80,973	110,000	110,000	100,000
515	3101 PROFESSIONAL SERVICES	65,233	72,913	71,200	71,200	10,000
512	3150 LEGAL/OFFICIAL ADVERTISNG	18,753	16,597	12,000	12,000	17,000
512	3400 OTHER SERVICES	15,840	14,175	19,000	19,000	15,000
512	4001 REGULAR TRAVEL	861	2,767	2,800	2,800	2,800
512	4100 COMMUNICATION SERVICES	603	580	600	600	600
512	4200 POSTAGE, FRT, EXPRESS	3,587	381	500	500	500
512	4400 RENTALS & LEASES	1,183	1,183	1,400	1,400	1,400
512	4611 MAINTENANCE CONTRACTS	1,210	1,068	1,400	1,400	700
512	4650 VEHICLE REPAIRS	75	0	0	0	0
512	4700 PRINTING & BINDING	3,601	376	2,600	2,600	2,600
512	4810 PROMO ACT.-SPECIAL EVENTS	2,893	3,149	3,000	3,000	1,500
512	4901 MISC EXPENSE	2,093	2,735	3,600	3,600	4,900
512	4960 ELECTION EXPENSE	626	9,372	5,000	5,000	1,000
512	5100 OFFICE SUPPLIES	2,808	1,286	3,000	3,000	3,000
512	5205 MEETING EXPENSE	38	20	0	0	300
512	5219 UNIFORMS	200	200	200	200	200
512	5400 BOOKS/PUBL/SUBSCR/MEMBERS	2,313	3,289	2,000	2,000	2,000
512	5501 TRAINING & EDUCATION COST	2,027	1,246	3,400	3,400	3,800
	Subtotal	216,111	212,310	261,700	264,200	167,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CITY MANAGER						
4 Debt Svc/ 001 1201						
512	8200 PRIVATE ORG.GRANTS/CONTRB	0	0	0	0	300
512	8250 PASS-THROUGH CONTRIBUTION	1,640	0	1,500	1,500	0
	Subtotal	1,640	0	1,500	1,500	300
CITY MANAGER	Total	446,373	473,065	530,600	533,100	444,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1201 512 1100	EXECUTIVE SALARIES	151,40
EXECUTIVE SALARIES		151,400
A CITY MANAGER		
001 1201 512 1200	REGULAR SALARIES & WAGE	53,10
REGULAR SALARIES		53,100
A CITY CLERK		
001 1201 512 2100	FICA TAXES	15,80
FICA AND MEDICARE		15,800
001 1201 512 2200	RETIREMENT CONTRIBUTION	37,30
RETIREMENT CONTRIBUTIONS		37,300
001 1201 512 2300	LIFE & HEALTH INSURANCE	18,70
MEDICAL AND LIFE INSURANCE		18,700
001 1201 512 2400	WORKERS COMP INSURANCE	40
WORKERS COMPENSATION INSURANCE		400
001 1201 514 3101	PROFESSIONAL SERVICES	100,00
LEGAL		100,000
001 1201 515 3101	PROFESSIONAL SERVICES	10,00
PLANNING		10,000
001 1201 512 3150	LEGAL/OFFICIAL ADVERTISNG	17,00
LEGAL/OFFICIAL ADVERTISING		17,000
001 1201 512 3400	OTHER SERVICES	15,00
MUNICODE		11,400
IRON MOUNTAIN		3,600
001 1201 512 4001	REGULAR TRAVEL	2,80
FACC GOVT CAREER DEVELOPMENT EXPENSES		800
FLC CONFERENCE MILEAGE + 3 NIGHTS		800
FCCMA EXPENSES		700
ICCMa CONFERENCE MEAL ALLOWANCE AND MILEAGE		500
001 1201 512 4100	COMMUNICATION SERVICES	60
CELL PHONE ALLOWANCE - CITY CLERK		600
001 1201 512 4200	POSTAGE, FRT, EXPRESS	50
PTINEY BOWES		500
001 1201 512 4400	RENTALS & LEASES	1,40
CM COPIER LEASE (FORMERLY UBCOPIER) @ 50%		1,400
001 1201 512 4611	MAINTENANCE CONTRACTS	70
CM COPIER MAINTENANCE FEE FOR ADD'L COPIES @ 50%		700
001 1201 512 4700	PRINTING & BINDING	2,60
STATIONARY, ENVELOPES, BUSINESS CARDS, PLANNER		2,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1201 512 4810	PROMO ACT.-SPECIAL EVENTS	1,500
MISC EVENT EXPENSES	1,500	
001 1201 512 4901	MISC EXPENSE	4,900
CHRISTMAS PARTY	4,000	
COMMUNITY CHRISTMAS CLUB	500	
CONDOLENCES	400	
001 1201 512 4960	ELECTION EXPENSE	1,000
ELECTION EXPENSES	1,000	
001 1201 512 5100	OFFICE SUPPLIES	3,000
OFFICE SUPPLIES	3,000	
001 1201 512 5205	MEETING EXPENSE	300
CIVICS WEEK K8 STUDENTS	300	
001 1201 512 5219	UNIFORMS	200
UNIFORM ALLOWANCE \$200 X 1	200	
001 1201 512 5400	BOOKS/PUBL/SUBSCR/MEMBERS	2,000
ICMA DUES	1,200	
FCCMA	400	
FACC	100	
FLORIDA NOTARY ASSOCIATION	100	
IIMMC	100	
NEWS JOURNAL	100	
HALIFAX HEALTH ASSOCIATION DUES \$25		
001 1201 512 5501	TRAINING & EDUCATION COST	3,800
ICMA CONFERENCE	1,200	
VLC/VCARD DINNERS AND MISC EVENTS	600	
FCCMA SYMPOSIUM; FCCMA WINTER INST; DISTRICT CLASS	500	
FCCMA REGISTRATION	400	
FLC CONFERENCE REGISTRATION	400	
MMC PROGRAM	400	
FACC GOV CAREER DEVELOPMENT REGISTRATION	300	
001 1201 512 8200	PRIVATE ORG.GRANTS/CONTRB	300
STATE OF THE COUNTY ADDRESS SPONSORSHIP	300	
TOTAL FOR DEPT: 1201		444,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
ACCOUNTING						
1 Personnel	001 1301					
513	1100 EXECUTIVE SALARIES	100,028	106,788	107,500	107,500	110,200
513	1200 REGULAR SALARIES & WAGE	183,313	186,002	245,900	245,900	365,700
513	1400 OVERTIME	0	0	200	200	500
513	2100 FICA/MEDICARE TAXES	19,830	20,982	26,800	26,800	36,700
513	2200 RETIREMENT CONTRIBUTION	22,896	23,820	28,800	28,800	39,200
513	2300 LIFE & HEALTH INSURANCE	37,525	41,233	50,000	50,000	98,000
513	2400 WORKERS COMP INSURANCE	543	420	600	600	900
513	2500 UNEMPLOYMENT COMP	1,907	398	0	0	0
	Subtotal	366,042	379,643	459,800	459,800	651,200

ACCOUNTING

2 Operating	001 1301					
513	3200 ACCOUNTING & AUDITING	54,119	55,464	61,700	61,700	61,700
513	3400 OTHER SERVICES	13,224	18,044	19,700	19,700	19,500
513	4001 REGULAR TRAVEL	2,000	2,173	4,700	4,700	4,700
513	4100 COMMUNICATION SERVICES	695	580	600	600	600
513	4200 POSTAGE, FRT, EXPRESS	36,141	19,377	40,000	40,000	40,000
513	4400 RENTALS & LEASES	6,627	7,376	8,400	8,400	5,200
513	4601 REPAIRS & MAINTENANCE	85	85	400	400	400
513	4611 MAINTENANCE CONTRACTS	1,912	1,587	3,000	3,000	1,500
513	4700 PRINTING & BINDING	9,735	9,615	10,900	10,900	10,000
513	4901 MISC EXPENSE	0	0	500	500	500
513	4959 BAD DEBT EXPENSE	19,468	14,954	20,000	20,000	20,000
513	5100 OFFICE SUPPLIES	5,896	2,743	6,300	6,300	6,300
513	5201 OPERATING SUPPLIES	78	63	100	100	100
513	5205 MEETING EXPENSE	0	0	200	200	200
513	5219 UNIFORM EXPENSE	1,000	1,000	1,000	1,000	1,600
513	5220 CLOTHING & EQUIP	435	812	1,000	1,000	1,000
513	5400 BOOKS/PUBL/SUBSCR/MEMBERS	498	415	1,500	1,500	1,400
513	5501 TRAINING & EDUCATION COST	565	840	2,300	2,300	2,300
	Subtotal	152,478	135,128	182,300	182,300	177,000

ACCOUNTING	Total	518,520	514,771	642,100	642,100	828,200
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Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1301 513 1100	EXECUTIVE SALARIES	110,200
EXECUTIVE SALARIES		110,200
A FINANCE DIRECTOR/ASSISTANT CITY MANAGER		
001 1301 513 1200	REGULAR SALARIES & WAGE	365,700
REGULAR SALARIES		365,700
A ASSISTANT FINANCE DIRECTOR		
B FISCAL BUSINESS ANALYST		
C ACCOUNTANT		
D ACCOUNT CLERK III		
E ACCOUNT CLERK II		
F UTILITY BILLING SUPERVISOR		
G CUSTOMER SERVICE CLERK III		
H CUSTOMER SERVICE CLERK II		
I CUSTOMER SERVICE CLERK I		
J GRANT WRITER		
001 1301 513 1400	OVERTIME	500
OVERTIME		500
001 1301 513 2100	FICA/MEDICARE TAXES	36,700
FICA AND MEDICARE		36,700
001 1301 513 2200	RETIREMENT CONTRIBUTION	39,200
RETIREMENT CONTRIBUTIONS		39,200
001 1301 513 2300	LIFE & HEALTH INSURANCE	98,000
MEDICAL AND LIFE INSURANCE		98,000
001 1301 513 2400	WORKERS COMP INSURANCE	900
WORKERS COMPENSATION INSURANCE		900
001 1301 513 3200	ACCOUNTING & AUDITING	61,700
AUDIT AND ACTUARIAL SERVICES		61,200
GFOA CAFR APPLICATION FEE		500
001 1301 513 3400	OTHER SERVICES	19,500
SUNTRUST MERCHANT CREDIT CARD FEES		13,600
SUNTRUST BALANCE BASED SERVICE CHARGES		5,900
001 1301 513 4001	REGULAR TRAVEL	4,700
FGFOA SCHOOL OF GOV FINANCE/ANNUAL CONFERENCE (3)		3,900
TRAVEL AND PER DIEM		800
001 1301 513 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE (1)		600
001 1301 513 4200	POSTAGE, FRT, EXPRESS	40,000
UTILITY BILL BULK MAIL PERMIT (MCCA-12*2500)		30,000
FINANCE, CUSTOMER SERVICE, GENERAL ADMIN SVCS		10,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1301 513 4400	RENTALS & LEASES	5,200
CHCOPIER LEASE	4,800	
PO BOX RENTAL	400	
001 1301 513 4601	REPAIRS & MAINTENANCE	400
REPAIRS TO UB & FIN OFFICE BUSINESS MACHINES	400	
001 1301 513 4611	MAINTENANCE CONTRACTS	1,500
RICOH CORP-CH COPIER MAINTENANCE FEE	1,500	
001 1301 513 4700	PRINTING & BINDING	10,000
MCCA UTILITY BILLING BILL PRODUCTION/MAIL PREP	8,300	
AP CHECKS	700	
UB DOOR KNOCKERS	400	
AUDIT/CAFR & BUDGET REPORT COVERS	200	
BUSINESS CARDS	200	
W-2'S, 1099'S AND ASSOCIATED ENVELOPES	200	
001 1301 513 4901	MISC EXPENSE	500
OTHER CURRENT CHARGES AND OBLIGATIONS CONTINGENCY	500	
001 1301 513 4959	BAD DEBT EXPENSE	20,000
ADMIN UB AND MISC REC ALLOWANCE FOR UNCOLLECTIBLE	20,000	
001 1301 513 5100	OFFICE SUPPLIES	6,300
FINANCE & UB OFFICE SUPPLIES/SMALL OFFICE EQUIPMEN	6,300	
001 1301 513 5201	OPERATING SUPPLIES	100
UB OPERATING SUPPLIES	100	
001 1301 513 5205	MEETING EXPENSE	200
MEETING EXPENSE	200	
001 1301 513 5219	UNIFORM EXPENSE	1,600
FINANCE UNIFORM ALLOWANCE \$200X6	1,200	
UB UNIFORM EXPENSE \$100X4	400	
001 1301 513 5220	CLOTHING & EQUIP	1,000
UB UNIFORM SHIRTS (7 EA.X 4)+TURNOVER CONTINGENCY	1,000	
001 1301 513 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,400
PAYROLL MANAGERS LETTER (OCTOBER-SEPTEMBER)	500	
FGFOA MEMBERSHIP DUES JUNE-MAY	200	
GFOA AND OTHER PUBLICATIONS	200	
GFOA MEMBERSHIP DUES-MEMBERSHIP #300108974	200	
VFFGFOA MEMBERSHIP DUES (JULY-JUNE)	200	
GFOA GAAFR REVIEW	100	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1301 513 5501	TRAINING & EDUCATION COST	2,300
	FGFOA SCHOOL OF GOV FINANCE/ANNUAL CONFERENCE (3)	1,300
	HTE TRAINING	500
	GFOA WEBINAR TRAINING (\$85X3)	300
	VFFGFOA QUARTERLY SEMINARS	200
TOTAL FOR DEPT:	1301	828,200

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CUSTOMER SERVICE						
1 Personnel	001 1303					
513	1200 REGULAR SALARIES & WAGE	125,982	125,909	135,100	135,100	0
513	1400 OVERTIME	41	0	300	300	0
513	2100 FICA/MEDICARE TAXES	9,290	9,454	10,500	10,500	0
513	2200 RETIREMENT CONTRIBUTION	9,257	9,517	10,200	10,200	0
513	2300 LIFE & HEALTH INSURANCE	33,021	39,657	41,000	41,000	0
513	2400 WORKERS COMP INSURANCE	366	247	300	300	0
513	2500 UNEMPLOYMENT COMP	844	129	0	0	0
	Subtotal	178,801	184,913	197,400	197,400	0
CUSTOMER SERVICE						
2 Operating	001 1303					
513	5219 UNIFORM EXPENSE	500	500	500	500	0
	Subtotal	500	500	500	500	0
CUSTOMER SERVICE	Total	179,301	185,413	197,900	197,900	0

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INFORMATION TECHNOLOGY						
1 Personnel	001 1306					
516 1200 REGULAR SALARIES & WAGE		73,891	76,504	77,400	77,400	79,400
516 1300 OTHER SALARIES & WAGES		20,359	20,941	23,000	23,000	22,100
516 2100 FICA/MEDICARE TAXES		7,192	7,475	7,800	7,800	7,900
516 2200 RETIREMENT CONTRIBUTION		6,836	7,028	7,500	7,500	8,000
516 2300 LIFE & HEALTH INSURANCE		7,576	8,317	8,600	8,600	9,400
516 2400 WORKERS COMP INSURANCE		288	160	200	200	200
516 2500 UNEMPLOYMENT COMP		639	130	0	0	0
	Subtotal	116,781	120,555	124,500	124,500	127,000
INFORMATION TECHNOLOGY						
2 Operating	001 1306					
516 3400 OTHER SERVICES		52,925	63,276	100,300	100,300	104,600
516 4001 REGULAR TRAVEL		1,334	767	2,300	2,300	2,300
516 4100 COMMUNICATION SERVICES		42,001	35,552	48,800	48,800	60,500
516 4200 POSTAGE, FRT, EXPRESS		10	43	200	200	200
516 4400 RENTALS & LEASES		5,496	5,496	5,500	5,500	5,500
516 4601 REPAIRS & MAINTENANCE		976	5,519	5,000	5,000	5,000
516 4602 COMPUTERS		723	907	800	800	1,000
516 4611 MAINTENANCE CONTRACTS		22,599	273	700	700	700
516 4700 PRINTING & BINDING		12	0	0	0	0
516 5100 OFFICE SUPPLIES		154	72	500	500	500
516 5202 COMPUTERS		17,977	23,786	12,500	10,000	34,000
516 5219 UNIFORM EXPENSE		200	200	200	200	200
516 5264 MACH/EQUIP CAPITAL-LIKE		0	0	10,000	10,000	10,000
516 5400 BOOKS/PUBL/SUBSCR/MEMBERS		200	299	200	200	200
516 5501 TRAINING & EDUCATION COST		250	604	1,200	1,200	600
	Subtotal	144,857	136,794	188,200	185,700	225,300
INFORMATION TECHNOLOGY						
3 Capital	001 1306					
516 6200 BUILDINGS		16,034	0	0	0	0
516 6400 MACHINERY & EQUIPMENT		40,601	30,556	0	0	0
	Subtotal	56,635	30,556	0	0	0
INFORMATION TECHNOLO	Total	318,273	287,905	312,700	310,200	352,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1306 516 1200	REGULAR SALARIES & WAGE	79,400
REGULAR SALARIES		79,400
A IT MANAGER		
001 1306 516 1300	OTHER SALARIES & WAGES	22,100
OTHER SALARIES		22,100
IT TECHNICIAN P/T		
001 1306 516 2100	FICA/MEDICARE TAXES	7,900
FICA AND MEDICARE		7,900
001 1306 516 2200	RETIREMENT CONTRIBUTION	8,000
RETIREMENT CONTRIBUTIONS		8,000
001 1306 516 2300	LIFE & HEALTH INSURANCE	9,400
MEDICAL AND LIFE INSURANCE		9,400
001 1306 516 2400	WORKERS COMP INSURANCE	200
WORKERS COMPENSATION INSURANCE		200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1306 516 3400	OTHER SERVICES	104,600
SUNGARD		14,400
GOOGLE APPS		10,000
CISCO HW /SW SUPPORT		9,500
RMS		8,500
SOFTWARE HOUSE INTERNATIONAL (SHI)		8,100
MICROSOFT WINDOWS SERVER DATACENTER		7,700
OFFICEPROPLUS		7,500
ACCELA		6,700
AMAZON WEB SERVICES		5,000
IBM (AS400 HARDWARE SUPPORT)		5,000
BLUEALLY-EXAGRID (DISC BACKUP APPLIANCE HW MAINT.)		4,500
OPEN DNS		3,500
WINSVRDCCORE		2,000
DATA WATCH		1,600
ESRI-ARCVIEW		1,300
RUCKUS WIRELESS		1,200
BACKUP EXEC		1,100
PORTER LEE CORPORATION		1,000
TIG		1,000
REALVNC		900
PC WEATHER PRODUCTS		800
DISKEEPER		500
GODADDY		400
DLT SOLUTIONS		300
HOSTGATOR-WEB HOSTING		300
VSPROWMSDN		300
WINSVRSTDCORE		300
EXPERTS EXCHANGE		200
INDIGO ROSE		200
MINDGATE PRINTCHEF		200
SQLCAL		200
SQLSVRSTD		200
CODEJOCK		100
VISIOPRO		100
001 1306 516 4001	REGULAR TRAVEL	2,300
FLGISA CONFERENCE		1,300
TRAVEL & PER DIEM		1,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1306 516 4100	COMMUNICATION SERVICES	60,500
BRIGHT HOUSE NETWORK PHONE & INTERNET	39,000	
VERIZON WIRELESS INTERNET ACCESS	18,000	
CELL PHONE ALLOWANCE (2)	1,200	
DEPT OF MANAGEMENT SERVICES	1,200	
PUBLIC ACCESS WIFI-COMMISSION CHAMBERS	1,100	
001 1306 516 4200	POSTAGE, FRT, EXPRESS	200
POSTAGE	200	
001 1306 516 4400	RENTALS & LEASES	5,500
PITNEY BOWES (STATE CONTRACT#600-760-1 \$1,374/QTR)	5,500	
001 1306 516 4601	REPAIRS & MAINTENANCE	5,000
ELECTRONIC SIGN - CITY HALL	2,500	
MISCELLANEOUS REPAIRS	2,500	
001 1306 516 4602	COMPUTERS	1,000
COMPUTER REPAIRS	1,000	
001 1306 516 4611	MAINTENANCE CONTRACTS	700
CITY OWNED COPIER CONTRACT	700	
001 1306 516 5100	OFFICE SUPPLIES	500
OFFICE SUPPLIES	500	
001 1306 516 5202	COMPUTERS	34,000
NEW SOFTWARE	18,000	
MONITORS, MISC COMPUTER SUPPLIES	4,000	
ANTIVIRUS SOFTWARE	3,000	
PD CAR PRINTERS	3,000	
UPS BATTERIES	3,000	
UPS	2,500	
PD SIGNATURE PADS	500	
001 1306 516 5219	UNIFORM EXPENSE	200
UNIFORM ALLOWANCE	200	
001 1306 516 5264	MACH/EQUIP CAPITAL-LIKE	10,000
PC REPLACEMENT	10,000	
001 1306 516 5400	BOOKS/PUBL/SUBSCR/MEMBERS	200
BOOKS, SUBSCRIPTIONS,ETC	200	
001 1306 516 5501	TRAINING & EDUCATION COST	600
FLGISA REGISTRATION	300	
TRAINING/REGISTRATION	300	
TOTAL FOR DEPT: 1306		352,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
HUMAN RESOURCES						
1 Personnel	001 1310					
513	1200 REGULAR SALARIES & WAGE	57,031	62,285	63,800	63,800	68,600
513	2100 FICA/MEDICARE TAXES	4,134	4,424	5,000	5,000	5,400
513	2200 RETIREMENT CONTRIBUTION	4,184	4,548	4,800	4,800	5,400
513	2300 LIFE & HEALTH INSURANCE	7,400	8,272	8,400	8,400	9,300
513	2400 WORKERS COMP INSURANCE	89	187	200	200	200
513	2500 UNEMPLOYMENT COMP	381	80	15,000	15,000	15,000
	Subtotal	73,219	79,796	97,200	97,200	103,900
HUMAN RESOURCES						
2 Operating	001 1310					
513	3101 PROFESSIONAL SERVICES	36,351	41,285	44,800	44,800	45,000
514	3101 PROFESSIONAL SERVICES	4,747	12,837	25,000	25,000	25,000
513	3430 EMPLOY ADS/JOB OPPORTUNIT	571	0	1,500	1,500	1,500
513	4001 REGULAR TRAVEL	0	500	1,400	1,400	1,000
513	4100 COMMUNICATION SERVICES	603	580	600	600	600
513	4200 POSTAGE, FRT, EXPRESS	48	39	500	500	500
513	4400 RENTALS & LEASES	641	592	700	700	700
513	4500 INSURANCE/NON-EMPLOYEE	204,728	187,842	194,400	194,400	194,400
513	4501 INSURANCE CONTINGENCY	6,109	2,820	7,500	7,500	7,500
513	4611 MAINTENANCE CONTRACTS	618	534	400	400	400
513	4901 MISC EXPENSE	140	0	0	0	0
513	4910 OTHER SPECIAL COSTS	0	0	17,000	17,000	17,000
513	4929 OTHER PERSONAL SERVICES	3,172	3,256	3,800	3,800	4,600
513	5100 OFFICE SUPPLIES	282	11	500	500	500
513	5219 UNIFORM EXPENSE	200	200	200	200	200
513	5400 BOOKS/PUBL/SUBSCR/MEMBERS	602	974	1,100	1,100	900
513	5501 TRAINING & EDUCATION COST	0	1,725	3,000	3,000	5,500
	Subtotal	258,812	253,195	302,400	302,400	305,300
HUMAN RESOURCES	Total	332,031	332,991	399,600	399,600	409,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 1310 513 1200	REGULAR SALARIES & WAGE	68,600
REGULAR SALARIES		68,600
A HR MANAGER		
001 1310 513 2100	FICA/MEDICARE TAXES	5,400
FICA AND MEDICARE		5,400
001 1310 513 2200	RETIREMENT CONTRIBUTION	5,400
RETIREMENT CONTRIBUTIONS		5,400
001 1310 513 2300	LIFE & HEALTH INSURANCE	9,300
MEDICAL AND LIFE INSURANCE		9,300
001 1310 513 2400	WORKERS COMP INSURANCE	200
WORKERS COMPENSATION INSURANCE		200
001 1310 513 2500	UNEMPLOYMENT COMP	15,000
UNEMPLOYMENT EXPENSE		15,000
001 1310 513 3101	PROFESSIONAL SERVICES	45,000
BROWN AND BROWN CONSULTING FEE		35,000
FD/PD MEDICAL EXAMS NEW HIRES(9@AVE\$555)		5,000
POLICE AND FIRE STRESS TEST (6@\$350)		2,100
PD PSYCH EVALS (5@\$350)		1,800
DRUG/ALCOHOL TESTS (25@\$45)		1,100
001 1310 514 3101	PROFESSIONAL SERVICES	25,000
EMPLOYMENT AND LEGAL SERVICES		25,000
001 1310 513 3430	EMPLOY ADS/JOB OPPORTUNIT	1,500
EMPLOYMENT ADS/JOB POSTINGS		1,500
001 1310 513 4001	REGULAR TRAVEL	1,000
FPHRA CONFERENCE 3 NIGHTS @ \$200		600
FPHRA CONFERENCE PER DIEM 2.5 DAYS @ APPROX \$50		200
MEAL ALLOWANCE AND MILEAGE		200
001 1310 513 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE		600
001 1310 513 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE FREIGHT, ETC.		500
001 1310 513 4400	RENTALS & LEASES	700
CM COPIER LEASE (FORMERLY UBCOPIER) @ 25%		700
001 1310 513 4500	INSURANCE/NON-EMPLOYEE	194,400
PROPERTY AND GENERAL LIABILITY & CASUALTY		192,800
FIRE AND POLICE INSURANCE (AD&D) (CHARTS)		1,600
001 1310 513 4501	INSURANCE CONTINGENCY	7,500
NON EMPLOYEE INSURANCE CONTINGENCY		7,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18				EXPENSES (Detail)	
001 1310 513 4611	MAINTENANCE CONTRACTS				400
CM COPIER MAINTENANCE FEE (FORMERLY UBCOPIER)@ 25%				400	
001 1310 513 4910	OTHER SPECIAL COSTS				17,000
RESERVES/RETIREEES				17,000	
001 1310 513 4929	OTHER PERSONAL SERVICES				4,600
SERVICE AWARDS				3,500	
EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PICTURES				500	
EMPLOYEE/CORPORATE/CITIZEN OF THE YEAR PLAQUES				300	
PD-OFFICER, VIP AND EMPLOYEE OF THE YEAR AWARDS				300	
001 1310 513 5100	OFFICE SUPPLIES				500
OFFICE SUPPLIES				500	
001 1310 513 5219	UNIFORM EXPENSE				200
UNIFORM ALLOWANCE				200	
001 1310 513 5400	BOOKS/PUBL/SUBSCR/MEMBERS				900
FLSA LOCAL GOVERNMENT COMPLIANCE				500	
IPMA - HR INDIVIDUAL MEMBERSHIP				200	
FL PUBLIC EMPLOYER LABOR RELATIONS ASSOCIATION				100	
FL PUBLIC HUMAN RESOURCES ASSOCIATION				100	
001 1310 513 5501	TRAINING & EDUCATION COST				5,500
CITYWIDE TRAINING				5,000	
FPHRA CONFERENCE REGISTRATION				500	
TOTAL FOR DEPT: 1310					409,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
LAW ENFORCEMENT						
1 Personnel	001 2110					
521	1100 EXECUTIVE SALARIES	77,771	80,723	81,400	81,400	83,400
521	1200 REGULAR SALARIES & WAGE	983,941	1,000,454	916,300	916,300	935,400
521	1300 OTHER SALARIES & WAGES	27,580	63,658	70,000	70,000	70,000
521	1400 OVERTIME	71,115	67,299	58,800	58,800	60,000
521	1500 INCENTIVE PAY	11,699	13,290	13,200	13,200	13,200
521	2100 FICA TAXES	86,947	91,048	86,600	86,600	88,400
521	2200 RETIREMENT CONTRIBUTION	555,234	508,700	467,000	467,000	517,100
521	2300 LIFE & HEALTH INSURANCE	179,443	207,667	198,500	198,500	217,900
521	2400 WORKERS COMP INSURANCE	30,593	23,397	27,400	27,400	28,000
521	2500 UNEMPLOYMENT COMP	7,813	1,596	0	0	0
	Subtotal	2,032,136	2,057,832	1,919,200	1,919,200	2,013,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
LAW ENFORCEMENT						
2 Operating	001 2110					
521	3101 PROFESSIONAL SERVICES	10,545	7,249	5,700	5,700	6,000
521	3150 LEGAL/OFFICIAL ADVERTISING	0	770	0	0	0
521	3400 OTHER SERVICES	4,116	12,395	8,200	19,300	3,200
521	3490 HUMANE SOCIETY SERVICES	28,010	31,262	0	0	0
521	3500 INVESTIGATION COSTS	1,339	3,036	1,500	1,500	1,500
521	4001 REGULAR TRAVEL	2,848	1,179	3,000	3,000	4,500
521	4100 COMMUNICATION SERVICES	4,809	4,830	5,600	5,600	4,800
521	4200 POSTAGE, FRT, EXPRESS	579	561	700	700	500
521	4400 RENTALS & LEASES	4,248	1,798	2,400	2,400	2,400
521	4601 REPAIRS & MAINTENANCE	2,215	2,737	2,900	2,900	3,900
521	4611 MAINTENANCE CONTRACTS	9,440	10,335	10,500	10,500	10,500
521	4650 VEHICLE REPAIRS	32,493	32,485	35,000	41,000	35,000
521	4659 PORTN OF 4650 REIMB BY EE	-10,243	-11,525	0	0	0
521	4700 PRINTING & BINDING	900	454	1,000	1,000	1,500
521	4901 MISC EXPENSE	111	145	500	500	40,000
521	5100 OFFICE SUPPLIES	2,604	3,355	3,000	3,000	3,500
521	5201 OPERATING SUPPLIES	3,933	7,135	7,100	7,100	7,500
521	5205 MEETING EXPENSE	0	16	100	100	900
521	5219 UNIFORM EXPENSE	8,201	4,949	6,800	6,800	6,800
521	5220 CLOTHING & EQUIP	11,489	14,916	21,100	21,100	23,000
521	5221 PROGRAM EXPENSE	280	429	500	500	500
521	5250 FUEL & OIL SUPPLIES	71,891	60,754	85,000	85,000	87,600
521	5400 BOOKS/PUBL/SUBSCR/MEMBERS	560	800	1,300	1,300	1,300
521	5501 TRAINING & EDUCATION COST	5,360	7,155	9,500	9,500	10,500
521	5520 2ND DOLLAR FUND	2,835	350	3,300	3,300	3,600
521	5610 VIP PROGRAM EXPENSE	489	228	500	500	500
	Subtotal	199,052	197,798	215,200	232,300	259,500

LAW ENFORCEMENT

3 Capital	001 2110					
521	6400 MACHINERY & EQUIPMENT	31,052	39,000	0	0	0
	Subtotal	31,052	39,000	0	0	0

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

GENERAL FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
LAW ENFORCEMENT						
4 Debt Svc/	001 2110					
521	8200 PRIVATE ORG.GRANTS/CONTRB	0	0	0	0	800
	Subtotal	0	0	0	0	800
LAW ENFORCEMENT	Total	2,262,240	2,294,630	2,134,400	2,151,500	2,273,700

BUDGET FY 2017-18

EXPENSES (Detail)

001 2110 521 1100	EXECUTIVE SALARIES	83,400
EXECUTIVE SALARIES		83,400
A CHIEF OF POLICE		
001 2110 521 1200	REGULAR SALARIES & WAGE	935,400
REGULAR SALARIES		935,400
A DEPUTY CHIEF OF POLICE		
B LIEUTENANT		
C SHIFTS: ALPHA, BRAVO, CHARLIE, DELTA		
D SERGEANT AND POLICE OFFICERS (2)PER SHIFT		
E CID:		
F SERGEANT AND POLICE OFFICERS (3)		
G TRAFFIC:		
H POLICE OFFICER (1)		
I ADMINISTRATIVE STAFF:		
J ADMINISTRATIVE ASSISTANT (1)		
K EVIDENCE TECHNICIAN (1)		
L STAFF ASSISTANT (1)		
M POLICE SERVICE CLERK (1)		
001 2110 521 1300	OTHER SALARIES & WAGES	70,000
OTHER SALARIES - PART TIME OFFICERS		70,000
001 2110 521 1400	OVERTIME	60,000
OVERTIME		60,000
001 2110 521 1500	INCENTIVE PAY	13,200
INCENTIVE PAY		13,200
001 2110 521 2100	FICA TAXES	88,400
FICA AND MEDICARE		88,400
001 2110 521 2200	RETIREMENT CONTRIBUTION	517,100
RETIREMENT CONTRIBUTIONS		517,100
001 2110 521 2300	LIFE & HEALTH INSURANCE	217,900
MEDICAL AND LIFE INSURANCE		217,900
001 2110 521 2400	WORKERS COMP INSURANCE	28,000
WORKERS COMPENSATION INSURANCE		28,000
001 2110 521 3101	PROFESSIONAL SERVICES	6,000
THOMPSON RUETERS (CLEAR-CID)		3,600
SUSTEEN (CELLPHONE FORENSIC)		1,800
ACCURINT (LEXIS NEXIS CID BACKGROUND CHECK)		600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 2110 521 3400	OTHER SERVICES	3,200
BEAST (EVIDENCE INVENTORY SYSTEM)	1,000	
METH LAB CLEANUP	1,000	
DIRECT TV	700	
EVIDENCE DESTRUCTION	500	
001 2110 521 3500	INVESTIGATION COSTS	1,500
SUBPOENAS	1,000	
CONFIDENTIAL INFORMANTS	500	
001 2110 521 4001	REGULAR TRAVEL	4,500
REIMBURSEMENT MEALS AND MILEAGE	4,500	
001 2110 521 4100	COMMUNICATION SERVICES	4,800
CELLPHONE ALLOWANCE (8 X 50 PER MONTH)	4,800	
001 2110 521 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE	500	
001 2110 521 4400	RENTALS & LEASES	2,400
COPIER	2,400	
001 2110 521 4601	REPAIRS & MAINTENANCE	3,900
RADAR CALIBRATION	2,400	
COMMUNICATIONS INTERNATIONAL	1,500	
001 2110 521 4611	MAINTENANCE CONTRACTS	10,500
COMMUNICATIONS INTERNATIONAL RADIO MAINTENANCE	7,100	
COPIER MAINTENANCE	2,200	
PRINTER MAINTENANCE	1,200	
001 2110 521 4650	VEHICLE REPAIRS	35,000
VEHICLE REPAIRS, MAINTENANCE, CALIBRATIONS	35,000	
001 2110 521 4700	PRINTING & BINDING	1,500
PRINTING	1,500	
001 2110 521 4901	MISC EXPENSE	40,000
DOT GRANT EXPENSES	40,000	
001 2110 521 5100	OFFICE SUPPLIES	3,500
OFFICE SUPPLIES	3,500	
001 2110 521 5201	OPERATING SUPPLIES	7,500
AMMO	2,000	
MISC OPERATING SUPPLIES	1,900	
EVIDENCE SUPPLIES (PACKAGING AND DRUGS KITS)	1,200	
GLOVES	1,000	
TRAINING SUPPLIES	700	
NATIONAL NIGHT OUT/KIDS ON THE HILL	500	
CHRISTMAS PARADE	200	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 2110 521 5205	MEETING EXPENSE	900
	NEIGHBORHOOD WATCH MEETING EXPENSES	800
	INTERVIEW BOARD MEETING EXPENSE	100
001 2110 521 5219	UNIFORM EXPENSE	6,800
	CLOTHING ALLOWANCE (CID)	4,000
	CLOTHING ALLOWANCE (BOOTS 100X20)	2,000
	CLOTHING ALLOWANCE (CIVILIAN 200X4)	800
001 2110 521 5220	CLOTHING & EQUIP	23,000
	REPLACEMENT BULLET PROOF VESTS (17X410)	7,000
	REPLACEMENT UNIFORMS	7,000
	COMPLETE UNIFORMS NEW HIRES (VEST,BELT,EQT.X5)	5,000
	REPLACEMENT EQUIPMENT (LIEU OF CLOTHING ALLOW)	4,000
001 2110 521 5221	PROGRAM EXPENSE	500
	EXPLORER CHARTER AND INSURANCE	500
001 2110 521 5250	FUEL & OIL SUPPLIES	87,600
	FUEL AND OIL	87,600
001 2110 521 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,300
	FBI NATIONAL ACADEMY ASSOC	300
	FLORIDA CHIEFS ASSOC.	200
	INTERNATIONAL ASSOC OF CHIEFS OF POLICE	200
	NOTARY	200
	VOLUSIA/FLAGLER POLICE CHIEFS ASSOC.	200
	FLORIDA EMERGENCY PREPAREDNESS ASSOC	100
	INT. ASSOC FOR PROPERTY AND EVIDENCE	100
001 2110 521 5501	TRAINING & EDUCATION COST	10,500
	PLI	5,000
	MISC TRAINING CLASSES AND COLLEGE COURSES	4,000
	THI	900
	FBI FLORIDA EXECUTIVE LEADERSHIP	600
001 2110 521 5520	2ND DOLLAR FUND	3,600
	FBI NAA TRAINING	1,500
	SEMINARS AND CLASSES APPROVED BY STATE FOR POLICE	1,300
	FLORIDA POLICE CHIEF TRAINING	800
001 2110 521 5610	VIP PROGRAM EXPENSE	500
	VIPS PROGRAM EXPENSES (CLOTHING AND EQUIPMENT)	500
001 2110 521 8200	PRIVATE ORG.GRANTS/CONTRB	800
	CRIME STOPPERS DINNER	800
TOTAL FOR DEPT: 2110		2,273,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
FIRE CONTROL ADMIN						
1 Personnel	001 2210					
522	1100 EXECUTIVE SALARIES	84,480	87,950	89,200	89,200	91,400
522	1200 REGULAR SALARIES & WAGE	553,779	583,559	573,700	573,700	586,900
522	1400 OVERTIME	80,505	76,466	95,100	95,100	97,300
522	1500 INCENTIVE PAY	3,870	4,176	4,400	4,400	4,400
522	2100 FICA TAXES	53,259	55,040	58,100	58,100	59,400
522	2200 RETIREMENT CONTRIBUTION	233,837	254,561	253,400	253,400	303,900
522	2300 LIFE & HEALTH INSURANCE	97,155	106,833	108,000	108,000	118,500
522	2400 WORKERS COMP INSURANCE	25,893	18,715	23,000	23,000	23,600
522	2500 UNEMPLOYMENT COMP	4,808	1,089	0	0	0
	Subtotal	1,137,586	1,188,389	1,204,900	1,204,900	1,285,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
FIRE CONTROL ADMIN						
2 Operating	001 2210					
522	3101 PROFESSIONAL SERVICES	1,015	2,235	6,400	6,400	6,400
522	3400 OTHER SERVICES	923	593	500	500	500
522	4001 REGULAR TRAVEL	20	240	300	300	300
522	4100 COMMUNICATION SERVICES	1,215	1,144	600	600	600
522	4200 POSTAGE, FRT, EXPRESS	974	196	400	400	400
522	4400 RENTALS & LEASES	16,957	17,103	17,700	17,300	15,000
522	4601 REPAIRS & MAINTENANCE	6,042	4,537	6,900	8,800	6,700
522	4611 MAINTENANCE CONTRACTS	3,125	8,983	4,800	4,800	3,200
522	4650 VEHICLE REPAIRS	9,173	3,659	15,000	15,000	15,000
522	4700 PRINTING & BINDING	70	225	1,000	1,000	1,000
522	4901 MISC EXPENSE	0	424	0	0	0
522	5100 OFFICE SUPPLIES	146	197	500	900	800
522	5201 OPERATING SUPPLIES	16,721	34,932	28,500	26,600	28,500
522	5205 MEETING EXPENSE	295	312	300	300	300
522	5206 TRAINING SUPPLIES	1,166	0	2,000	2,000	2,000
522	5219 UNIFORM EXPENSE	4,715	5,536	6,500	6,500	6,500
522	5250 FUEL & OIL SUPPLIES	10,459	7,916	10,000	10,000	10,300
522	5270 EMS SUPPLIES	9,009	6,460	10,000	10,000	12,000
522	5290 FIRE PREVENTION SUPPLIES	189	767	1,000	1,000	1,000
522	5400 BOOKS/PUBL/SUBSCR/MEMBERS	655	490	1,200	1,200	1,200
522	5501 TRAINING & EDUCATION COST	6,275	5,423	12,200	12,200	12,700
	Subtotal	89,144	101,372	125,800	125,800	124,400
FIRE CONTROL ADMIN						
3 Capital	001 2210					
522	6400 MACHINERY & EQUIPMENT	52,412	23,205	0	0	0
	Subtotal	52,412	23,205	0	0	0
FIRE CONTROL ADMIN	Total	1,279,142	1,312,966	1,330,700	1,330,700	1,409,800

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 2210 522 1100	EXECUTIVE SALARIES	91,400
EXECUTIVE SALARIES		91,400
A FIRE CHIEF		
001 2210 522 1200	REGULAR SALARIES & WAGE	586,900
REGULAR SALARIES		586,900
A ADMINISTRATIVE ASSISTANT		
B SHIFT A, B, C:(4 PER SHIFT)		
C LIEUTENANT, DRIVER ENGINEER, PARAMEDIC,		
D AND FIREFIGHTER/EMT		
001 2210 522 1400	OVERTIME	97,300
OVERTIME		97,300
001 2210 522 1500	INCENTIVE PAY	4,400
INCENTIVE PAY		4,400
001 2210 522 2100	FICA TAXES	59,400
FICA AND MEDICARE		59,400
001 2210 522 2200	RETIREMENT CONTRIBUTION	303,900
RETIREMENT CONTRIBUTIONS		303,900
001 2210 522 2300	LIFE & HEALTH INSURANCE	118,500
MEDICAL AND LIFE INSURANCE		118,500
001 2210 522 2400	WORKERS COMP INSURANCE	23,600
WORKERS COMPENSATION		23,600
001 2210 522 3101	PROFESSIONAL SERVICES	6,400
STATE VEHICLE AND BUILDING PERMITS		3,000
EMT / PARAMEDIC LICENSING		1,600
MISC REQUIRED LICENSING AND CERTIFICATES		1,000
MEDICAL TESTING BEYOND ANNUAL PHYSICAL		800
001 2210 522 3400	OTHER SERVICES	500
BIOHAZARD WASTE DISPOSAL		500
001 2210 522 4001	REGULAR TRAVEL	300
TRAVEL		300
001 2210 522 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE		600
001 2210 522 4200	POSTAGE, FRT, EXPRESS	400
POSTAGE AND FREIGHT		400
001 2210 522 4400	RENTALS & LEASES	15,000
HYDRANT RENTAL 392X\$3/MONTH		14,200
MEDICAL OXYGEN		800

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 2210 522 4601	REPAIRS & MAINTENANCE	6,700
EQUIPMENT AND BUILDING MAINTENANCE AND REPAIR	4,200	
CITYWIDE FIRE EXTINGUISHER RECERT / RECHARGE	2,500	
001 2210 522 4611	MAINTENANCE CONTRACTS	3,200
RADIO MAINTENANCE	1,700	
BREATHING AIR FILL STATION	1,500	
001 2210 522 4650	VEHICLE REPAIRS	15,000
MAINTENANCE AND REPAIR ALL FD VEHICLES	14,500	
ANNUAL PUMP TESTING	500	
001 2210 522 4700	PRINTING & BINDING	1,000
FORMS, LETTERHEAD, BULK PRINTING	1,000	
001 2210 522 5100	OFFICE SUPPLIES	800
SUPPLIES FOR COPIER, ADMIN AND OPERATIONS	800	
001 2210 522 5201	OPERATING SUPPLIES	28,500
MISCELLANEOUS EQUIPMENT	10,000	
STATION OPERATIONS	10,000	
ENGINE EQUIPMENT	5,000	
REPLACEMENT TURNOUT GEAR	3,500	
001 2210 522 5205	MEETING EXPENSE	300
HOST YEARLY FIRE CHIEFS MEETING	300	
001 2210 522 5206	TRAINING SUPPLIES	2,000
TRAINING SUPPLIES	2,000	
001 2210 522 5219	UNIFORM EXPENSE	6,500
STATION UNIFORMS	3,000	
UNIFORM CLEANING	2,000	
BOOT ALLOWANCE (IAFF)	1,500	
001 2210 522 5250	FUEL & OIL SUPPLIES	10,300
FUEL OIL AND FLUIDS PER FLEET	10,300	
001 2210 522 5270	EMS SUPPLIES	12,000
EMS SUPPLIES	8,000	
MEDICATIONS	4,000	
001 2210 522 5290	FIRE PREVENTION SUPPLIES	1,000
SCHOOL AND NEIGHBORHOOD WATCH SUPPLIES	1,000	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 2210 522 5400	BOOKS/PUBL/SUBSCR/MEMBERS		1,200
MISC MEMBERSHIPS		400	
FLORIDA FIRE MARSHALLS		200	
NFPA DEPARTMENT		200	
CENTRAL FLORIDA FIRE CHIEFS		100	
FLORIDA FIRE CHIEFS		100	
NOTARY		100	
VOLUSIA COUNTY FIRE CHIEFS		100	
001 2210 522 5501	TRAINING & EDUCATION COST		12,700
EDUCATION REIMBURSEMENT (IAFF)		7,000	
STATE OF FLORIDA MANDATED TRAINING		2,100	
TARGET SOLUTIONS		1,600	
ACLS / PALS / PEP / PHTLS		1,000	
BLUE CARD		1,000	
TOTAL FOR DEPT: 2210			1,409,800

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
COMMUNITY DEVELOPMENT						
1 Personnel	001 2410					
515	1200 REGULAR SALARIES & WAGE	0	0	0	0	69,100
524	1200 REGULAR SALARIES & WAGE	0	0	72,500	72,500	73,700
524	1300 OTHER SALARIES & WAGES	0	0	10,400	10,400	15,300
524	1400 OVERTIME	0	0	800	800	800
515	2100 FICA/MEDICARE TAXES	0	0	0	0	5,400
524	2100 FICA/MEDICARE TAXES	0	0	6,500	6,500	7,000
515	2200 RETIREMENT CONTRIBUTION	0	0	0	0	5,500
524	2200 RETIREMENT CONTRIBUTION	0	0	6,200	6,200	7,100
515	2300 LIFE & HEALTH INSURANCE	0	0	0	0	9,300
524	2300 LIFE & HEALTH INSURANCE	0	0	16,600	16,600	18,300
515	2400 WORKERS COMP INSURANCE	0	0	0	0	200
524	2400 WORKERS COMP INSURANCE	0	0	1,200	1,200	1,200
	Subtotal	0	0	114,200	114,200	212,900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

			FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
COMMUNITY DEVELOPMENT							
2 Operating	001	2410					
524	3101	PROFESSIONAL SERVICES	0	0	2,000	2,900	2,000
524	3150	LEGAL/OFFICIAL ADVERTISING	0	0	700	700	1,000
524	3400	OTHER SERVICES	0	0	9,000	7,500	9,000
524	3490	HUMANE SOCIETY SERVICES	0	0	30,600	32,100	43,100
524	4001	REGULAR TRAVEL	0	0	900	0	900
524	4100	COMMUNICATION SERVICES	0	0	600	600	1,200
524	4200	POSTAGE, FRT, EXPRESS	0	0	1,000	1,000	1,200
524	4400	RENTALS & LEASES	0	0	900	900	900
524	4601	REPAIRS & MAINTENANCE	0	0	100	100	100
524	4611	MAINTENANCE CONTRACTS	0	0	700	700	700
524	4650	VEHICLE REPAIRS	0	0	1,000	1,000	1,000
524	4700	PRINTING & BINDING	0	0	500	500	500
524	5100	OFFICE SUPPLIES	0	0	400	400	500
524	5201	OPERATING SUPPLIES	0	0	500	500	500
524	5219	UNIFORMS	0	0	0	0	200
524	5220	CLOTHING & EQUIP	0	0	700	700	800
524	5250	FUEL & OIL SUPPLIES	0	0	2,000	2,000	2,500
524	5400	BOOKS/PUBL/SUBSCR/MEMBERS	0	0	200	200	200
524	5501	TRAINING & EDUCATION COST	0	0	600	600	600
		Subtotal	0	0	52,400	52,400	66,900
COMMUNITY DEVELOPME	Total		0	0	166,600	166,600	279,800

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 2410 515 1200	REGULAR SALARIES & WAGE	69,100
REGULAR SALARIES		69,100
A COMMUNITY DEVELOPMENT DIRECTOR		
001 2410 524 1200	REGULAR SALARIES & WAGE	73,700
REGULAR SALARIES		73,700
A SENIOR CODE ENFORCEMENT OFFICER (1)		
B ANIMAL CONTROL/ CODE ENFORCEMENT OFFICER (1)		
001 2410 524 1300	OTHER SALARIES & WAGES	15,300
OTHER SALARIES - PART-TIME POSITION CLERICAL		15,300
001 2410 524 1400	OVERTIME	800
OVERTIME		800
001 2410 515 2100	FICA/MEDICARE TAXES	5,400
FICA AND MEDICARE		5,400
001 2410 524 2100	FICA/MEDICARE TAXES	7,000
FICA AND MEDICARE		7,000
001 2410 515 2200	RETIREMENT CONTRIBUTION	5,500
RETIREMENT CONTRIBUTIONS		5,500
001 2410 524 2200	RETIREMENT CONTRIBUTION	7,100
RETIREMENT CONTRIBUTIONS		7,100
001 2410 515 2300	LIFE & HEALTH INSURANCE	9,300
MEDICAL & LIFE INSURANCE		9,300
001 2410 524 2300	LIFE & HEALTH INSURANCE	18,300
MEDICAL AND LIFE INSURANCE		18,300
001 2410 515 2400	WORKERS COMP INSURANCE	200
WORKERS COMPENSATION INSURANCE		200
001 2410 524 2400	WORKERS COMP INSURANCE	1,200
WORKERS COMPENSATION INSURANCE		1,200
001 2410 524 3101	PROFESSIONAL SERVICES	2,000
SPECIAL MAGISTRATE		2,000
001 2410 524 3150	LEGAL/OFFICIAL ADVERTISING	1,000
LIEN RECORDING		1,000
001 2410 524 3400	OTHER SERVICES	9,000
CODE ENFORCEMENT DEMOLITIONS		6,000
CODE ENFORCEMENT NUISANCE REMEDIATION		3,000
001 2410 524 3490	HUMANE SOCIETY SERVICES	43,100
HUMANE SOCIETY		33,100
REDINGER CLINIC - TNR PROGRAM		10,000
001 2410 524 4001	REGULAR TRAVEL	900
CONFERENCE ACCOMADATIONS, TRAVEL & PER-DIEM EXP		900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 2410 524 4100	COMMUNICATION SERVICES	1,200
CELL ALLOWANCE - (2)	1,200	
001 2410 524 4200	POSTAGE, FRT, EXPRESS	1,200
POSTAGE AND CERTIFIED MAILINGS	1,200	
001 2410 524 4400	RENTALS & LEASES	900
BZID COPIER \$218.35/MO + \$114/YR PROP TAX * 30%	900	
001 2410 524 4601	REPAIRS & MAINTENANCE	100
RADIO REPAIR & MAINTENANCE	100	
001 2410 524 4611	MAINTENANCE CONTRACTS	700
BZID COPIER \$65/MO+AVE \$350/QTR X 30%	700	
001 2410 524 4650	VEHICLE REPAIRS	1,000
VEHICLE REPAIRS AND MAINTENANCE X 2	1,000	
001 2410 524 4700	PRINTING & BINDING	500
FORMS, DOOR HANGERS, FLYERS, CITATIONS, BUS. CARDS	500	
001 2410 524 5100	OFFICE SUPPLIES	500
OFFICE SUPPLIES	500	
001 2410 524 5201	OPERATING SUPPLIES	500
MISC OPERATING SUPPLIES	500	
001 2410 524 5219	UNIFORMS	200
UNIFORM ALLOWANCE	200	
001 2410 524 5220	CLOTHING & EQUIP	800
BLACK POLOS \$35X5X2	400	
LIGHTWEIGHT TACTICAL TROUSERS/SHORTS \$32X5X2	400	
001 2410 524 5250	FUEL & OIL SUPPLIES	2,500
FUEL AND VEHICLE SUPPLIES	2,500	
001 2410 524 5400	BOOKS/PUBL/SUBSCR/MEMBERS	200
BOOKS/SUBSCRIPTIONS/MEMBERSHIPS	200	
001 2410 524 5501	TRAINING & EDUCATION COST	600
CONFERENCE REGISTRATION	600	
TOTAL FOR DEPT: 2410		279,800

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
ROADS & STREETS						
1 Personnel	001 4141					
541	1100 EXECUTIVE SALARIES	17,181	20,655	21,200	21,200	21,700
541	1200 REGULAR SALARIES & WAGE	129,320	124,094	128,300	128,300	131,400
541	1400 OVERTIME	947	660	1,000	1,000	1,000
541	2100 FICA/MEDICARE TAXES	11,389	11,161	11,600	11,600	11,900
541	2200 RETIREMENT CONTRIBUTION	10,606	10,660	11,300	11,300	12,100
541	2300 LIFE & HEALTH INSURANCE	20,586	29,106	29,400	29,400	36,600
541	2400 WORKERS COMP INSURANCE	7,642	7,583	9,600	9,600	9,900
541	2500 UNEMPLOYMENT COMP	989	178	0	0	0
	Subtotal	198,660	204,097	212,400	212,400	224,600

ROADS & STREETS

2 Operating	001 4141					
541	3101 PROFESSIONAL SERVICES	0	0	2,000	2,000	2,000
541	4001 REGULAR TRAVEL	0	0	300	300	300
541	4100 COMMUNICATION SERVICES	820	519	300	300	600
541	4200 POSTAGE, FRT, EXPRESS	23	0	500	500	500
541	4400 RENTALS & LEASES	1,494	40	3,000	3,000	3,000
541	4601 REPAIRS & MAINTENANCE	9,003	207,860	20,000	20,000	20,000
541	4610 TRAFFIC LIGHT REPAIRS	28,275	35,602	62,100	87,100	51,500
541	4612 STREET LIGHT REPAIRS	2,462	6,232	10,000	10,000	5,000
541	4910 OTHER SPECIAL COSTS	27,692	0	0	0	162,000
541	4920 TREE REMOVAL	3,525	6,775	12,000	12,000	12,000
541	5201 OPERATING SUPPLIES	2,855	3,827	5,100	5,100	5,100
541	5204 SMALL TOOLS & EQUIPMENT	8	1,909	1,500	1,500	1,500
541	5210 SIGNS & MATERIALS	2,305	4,516	11,000	61,000	11,000
541	5219 UNIFORM EXPENSE	726	682	1,200	1,200	1,200
541	5264 MACH/EQUIP CAPITAL-LIKE	0	0	1,800	1,800	0
541	5300 ROAD MATERIAL & SUPPLIES	13,459	4,047	15,000	15,000	12,000
541	5501 TRAINING & EDUCATION COST	149	300	3,000	3,000	3,000
	Subtotal	92,796	272,309	148,800	223,800	290,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

GENERAL FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
ROADS & STREETS						
3 Capital	001 4141					
541	6400 MACHINERY & EQUIPMENT	20,892	1,603	0	0	0
541	6500 CONSTRUCTION IN PROGRESS	1,664	0	0	0	0
	Subtotal	22,556	1,603	0	0	0
ROADS & STREETS	Total	314,012	478,009	361,200	436,200	515,300
PUBLIC WORKS ADMIN						
2 Operating	001 4150					
519	4001 REGULAR TRAVEL	103	1,833	2,200	2,200	2,200
519	4200 POSTAGE, FRT, EXPRESS	69	63	200	200	200
519	4400 RENTALS & LEASES	592	592	700	700	700
519	4601 REPAIRS & MAINTENANCE	221	0	1,000	1,000	1,000
519	4611 MAINTENANCE CONTRACTS	2,286	2,783	3,100	3,100	3,500
519	4700 PRINTING & BINDING	187	103	300	300	300
519	4910 OTHER SPECIAL COSTS	0	0	90,000	90,000	90,000
519	5100 OFFICE SUPPLIES	1,194	1,555	2,500	2,500	2,500
519	5201 OPERATING SUPPLIES	527	2	1,000	1,000	1,000
519	5400 BOOKS/PUBL/SUBSCR/MEMBERS	508	424	200	200	300
519	5501 TRAINING & EDUCATION COST	145	267	1,700	1,700	1,700
	Subtotal	5,832	7,622	102,900	102,900	103,400
PUBLIC WORKS ADMIN	Total	5,832	7,622	102,900	102,900	103,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4141 541 1100	EXECUTIVE SALARIES	21,700
EXECUTIVE SALARIES		21,700
A PUBLIC WORKS DIRECTOR 25%		
001 4141 541 1200	REGULAR SALARIES & WAGE	131,400
REGULAR SALARIES		131,400
A DEPUTY PUBLIC WORKS DIRECTOR 15%		
B ADMINISTRATIVE ASSISTANT 15%		
C STREETS & DRAINAGE SUPERVISOR 50%		
D LEAD EQUIPMENT OPERATOR/MAINTENANCE WORKER (1)		
E EQUIPMENT OPERATOR/MAINTENANCE WORKER (2)		
001 4141 541 1400	OVERTIME	1,000
OVERTIME		1,000
001 4141 541 2100	FICA/MEDICARE TAXES	11,900
FICA AND MEDICARE		11,900
001 4141 541 2200	RETIREMENT CONTRIBUTION	12,100
RETIREMENT CONTRIBUTIONS		12,100
001 4141 541 2300	LIFE & HEALTH INSURANCE	36,600
MEDICAL AND LIFE INSURANCE		36,600
001 4141 541 2400	WORKERS COMP INSURANCE	9,900
WORKERS COMPENSATION INSURANCE		9,900
001 4141 541 3101	PROFESSIONAL SERVICES	2,000
MISC. ENGINEERING, SURVEY, DESIGN, ETC.		2,000
001 4141 541 4001	REGULAR TRAVEL	300
MEAL ALLOWANCE; LODGING; MILEAGE		300
001 4141 541 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE - 1 @ \$600 X 50%		300
CELL PHONE ALLOWANCE - 1 @ \$600 X 25%		200
CELL PHONE ALLOWANCE - 1 @ \$600 X 15%		100
001 4141 541 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE; FREIGHT; EXPRESS		500
001 4141 541 4400	RENTALS & LEASES	3,000
ASPHALT ROLLER, GRINDER, ETC.		3,000
001 4141 541 4601	REPAIRS & MAINTENANCE	20,000
SIDEWALKS, STREETS, ROW, BRIDGES, MAST ARMS, ETC.		20,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4141 541 4610	TRAFFIC LIGHT REPAIRS		51,500
VOLUSIA COUNTY MAINTENANCE AGREEMENT (NTE)		20,000	
ANN. FEC LICENSE FEE #271924B CALLE GRANDE STREET		4,500	
FEC XING SIGNAL MAINT #271924B CALLE GRANDE STREET		4,500	
FEC XING SIGNAL MAINT #271925H FLOMICH STREET		4,500	
FEC XING SIGNAL MAINT #271929K 6TH STREET		4,500	
PEDESTRIAN CROSSING AT 3RD STREET		3,700	
PEDESTRIAN CROSSING AT CALLE GRANDE STREET		3,700	
FEC XING SIGNAL MAINT #271926P WALKER STREET		2,300	
FEC XING SIGNAL MAINT #271931L 2ND STREET		1,900	
FEC XING SIGNAL MAINT #273056X 10TH STREET		1,900	
001 4141 541 4612	STREET LIGHT REPAIRS		5,000
NOVA ROAD STREET LIGHT REPAIRS		5,000	
001 4141 541 4910	OTHER SPECIAL COSTS		162,000
10TH STREET RR CROSSING REWORK PER FEC AGREEMENT		83,000	
8TH STREET RR CROSSING REWORK PER FEC AGREEMENT		79,000	
001 4141 541 4920	TREE REMOVAL		12,000
STREET/RIGHT OF WAY TREE REMOVAL		12,000	
001 4141 541 5201	OPERATING SUPPLIES		5,100
CONES, BARRICADES, SAND BAGS, SAFETY GEAR, ETC.		5,100	
001 4141 541 5204	SMALL TOOLS & EQUIPMENT		1,500
SMALL TOOLS & EQUIPMENT		1,500	
001 4141 541 5210	SIGNS & MATERIALS		11,000
STREET SIGNS AND MATERIALS		6,000	
STREET SIGN ASSEMBLIES		5,000	
001 4141 541 5219	UNIFORM EXPENSE		1,200
UNIFORMS - \$180 EST EXP X 7 EMPLOYEES X 50%		700	
UNIFORM REPAIRS (ESTIMATED)		200	
CLOTHING ALLOWANCE - 1 @ \$100 EA X 10%		100	
CLOTHING ALLOWANCE - 2 @ \$200 EA X 25%		100	
UNIFORMS - \$130 EST EXP X 1 EMPLOYEE X 10%		100	
001 4141 541 5300	ROAD MATERIAL & SUPPLIES		12,000
SHELL, LIMEROCK, SAND, DIRT, CONCRETE, PAINT, ETC.		12,000	
001 4141 541 5501	TRAINING & EDUCATION COST		3,000
NEW SUPERVISOR TRAINING		3,000	
TOTAL FOR DEPT: 4141			515,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4150 519 4001	REGULAR TRAVEL	2,200
APWA ANNUAL EXPO JACKSONVILLE - EST EXPENSES	700	
PWX KANSAS CITY	700	
MEAL ALLOWANCE; LODGING; MILEAGE	500	
APWA BOARD MEETINGS (3)	300	
001 4150 519 4200	POSTAGE, FRT, EXPRESS	200
POSTAGE \$0.49; FREIGHT; EXPRESS	200	
001 4150 519 4400	RENTALS & LEASES	700
PW COPIER LEASE @ 25%	700	
001 4150 519 4601	REPAIRS & MAINTENANCE	1,000
RADIO REPAIRS FOR ALL PW RADIOS (ESTIMATED)	1,000	
001 4150 519 4611	MAINTENANCE CONTRACTS	3,500
RADIO SYSTEM MAINTENANCE (ALL PW RADIOS)	3,000	
PW COPIER MAINTENANCE/FEES	500	
001 4150 519 4700	PRINTING & BINDING	300
PRINTING AND BINDING	300	
001 4150 519 4910	OTHER SPECIAL COSTS	90,000
FEC TRACK CLOSING REHAB ANNUAL ESTIMATE	90,000	
001 4150 519 5100	OFFICE SUPPLIES	2,500
PW ADMINISTRATION (INCLUDES DEPARTMENT TIME CARDS)	1,500	
BUILDINGS & GROUNDS	500	
STREETS	500	
001 4150 519 5201	OPERATING SUPPLIES	1,000
SAFETY VESTS, RAIN GEAR, BOOTS, ETC.	1,000	
001 4150 519 5400	BOOKS/PUBL/SUBSCR/MEMBERS	300
AMERICAN PUBLIC WORKS ASSOCIATION MEMBERSHIP (1)	300	
001 4150 519 5501	TRAINING & EDUCATION COST	1,700
PWX KANSAS CITY	800	
LAP TRAINING	600	
APWA ANNUAL CONFERENCE REGISTRATION	300	
TOTAL FOR DEPT: 4150		103,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
PUBLIC WORKS/FLEET						
1 Personnel	001 4160					
519 1200 REGULAR SALARIES & WAGE		109,079	112,656	115,500	115,500	118,300
519 1400 OVERTIME		0	526	600	600	600
519 2100 FICA/MEDICARE TAXES		8,318	8,680	9,100	9,100	9,300
519 2200 RETIREMENT CONTRIBUTION		7,939	8,221	8,700	8,700	9,400
519 2300 LIFE & HEALTH INSURANCE		22,021	24,521	24,800	24,800	27,200
519 2400 WORKERS COMP INSURANCE		3,644	2,469	3,400	3,400	3,500
519 2500 UNEMPLOYMENT COMP		734	144	0	0	0
	Subtotal	151,735	157,217	162,100	162,100	168,300

PUBLIC WORKS/FLEET

2 Operating	001 4160					
519 3400 OTHER SERVICES		0	0	0	0	1,200
519 4001 REGULAR TRAVEL		209	113	400	400	400
519 4100 COMMUNICATION SERVICES		603	580	600	600	600
519 4200 POSTAGE, FRT, EXPRESS		27	4	500	500	500
519 4400 RENTALS & LEASES		650	656	1,400	1,400	1,500
519 4601 REPAIRS & MAINTENANCE		1,902	2,175	2,500	2,500	2,200
519 4650 VEHICLE REPAIRS		17,341	20,198	7,600	17,600	11,100
519 5100 OFFICE SUPPLIES		516	0	600	600	600
519 5201 OPERATING SUPPLIES		4,504	6,375	5,900	5,900	6,100
519 5202 COMPUTERS		150	1,500	500	500	2,000
519 5204 SMALL TOOLS & EQUIPMENT		782	1,007	1,400	1,400	1,500
519 5219 UNIFORM EXPENSE		1,369	1,154	1,600	1,600	1,600
519 5250 FUEL & OIL SUPPLIES		17,088	12,801	27,000	27,000	27,900
519 5264 MACH/EQUIP CAPITAL-LIKE		0	0	1,100	1,100	4,600
519 5400 BOOKS/PUBL/SUBSCR/MEMBERS		0	50	200	200	400
519 5501 TRAINING & EDUCATION COST		629	80	1,600	1,600	2,500
	Subtotal	45,770	46,693	52,900	62,900	64,700

PUBLIC WORKS/FLEET

3 Capital	001 4160					
519 6400 MACHINERY & EQUIPMENT		9,999	43,032	0	0	0
	Subtotal	9,999	43,032	0	0	0
PUBLIC WORKS/FLEET	Total	207,504	246,942	215,000	225,000	233,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4160 519 1200	REGULAR SALARIES & WAGE	118,300
REGULAR SALARIES	118,300	
A FLEET SUPERVISOR (1)		
B SENIOR MECHANIC (1)		
C SMALL EQUIPMENT MECHANIC (1)		
001 4160 519 1400	OVERTIME	600
OVERTIME	600	
001 4160 519 2100	FICA/MEDICARE TAXES	9,300
FICA AND MEDICARE	9,300	
001 4160 519 2200	RETIREMENT CONTRIBUTION	9,400
RETIREMENT CONTRIBUTIONS	9,400	
001 4160 519 2300	LIFE & HEALTH INSURANCE	27,200
MEDICAL AND LIFE INSURANCE	27,200	
001 4160 519 2400	WORKERS COMP INSURANCE	3,500
WORKERS COMPENSATION INSURANCE	3,500	
001 4160 519 3400	OTHER SERVICES	1,200
SCAN TOOL UPDATE	700	
AUTODATA FLEET SOFTWARE UPDATE	500	
001 4160 519 4001	REGULAR TRAVEL	400
MEAL ALLOWANCE; LODGING; MILEAGE	300	
FLAGFA ANNUAL CONFERENCE ESTIMATED EXPENSES	100	
001 4160 519 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE - 1 @ \$600	600	
001 4160 519 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE; FREIGHT; EXPRESS	500	
001 4160 519 4400	RENTALS & LEASES	1,500
CYLINDER TANK RENTALS	900	
OTHER MISC.	600	
001 4160 519 4601	REPAIRS & MAINTENANCE	2,200
12,000 GAL DIESEL FUEL STORAGE TANK MAINTENANCE	900	
OTHER MISC SHOP REPAIRS	800	
GARAGE LIFT MAINTENANCE	500	
001 4160 519 4650	VEHICLE REPAIRS	11,100
PUBLIC WORKS VEHICLE REPAIRS	10,000	
BUCKET TRUCK ANNUAL CERTIFICATION (2 @ \$550 EA)	1,100	
001 4160 519 5100	OFFICE SUPPLIES	600
PRINTER INK	500	
OTHER MISC	100	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4160 519 5201	OPERATING SUPPLIES	6,100
BRAKE CLEANER, CARB CLEANER, DEGREASER	1,700	
ELECTRICAL CONNECTORS, CABLE, WIRE	1,700	
WIPER RAG CLEANING/REPLACEMENT SERVICE	1,300	
BOLTS, NUTS	400	
CAR WASH SOAP	300	
SAFETY VESTS, RAIN GEAR, ETC.	300	
REPLACEMENT AIR HOSES - 4 @ \$50 EA	200	
WASP SPRAY	200	
001 4160 519 5202	COMPUTERS	2,000
FLEET ONLINE SOFTWARE	2,000	
001 4160 519 5204	SMALL TOOLS & EQUIPMENT	1,500
OTHER MISC. SHOP TOOLS	1,500	
001 4160 519 5219	UNIFORM EXPENSE	1,600
UNIFORMS - \$260 EST EXP X 3 EMPLOYEES	800	
TOOL ALLOWANCE - 3 @ \$200	600	
UNIFORM REPAIRS (ESTIMATED)	200	
001 4160 519 5250	FUEL & OIL SUPPLIES	27,900
PW VEHICLES (INCLUDES Z MOWERS & GENERATORS)	27,900	
001 4160 519 5264	MACH/EQUIP CAPITAL-LIKE	4,600
LED REPLACEMENT LIGHT FITTINGS FOR FLEET MAINT BLG	3,500	
HEATER FOR REPAIR BAY	600	
BATTERY CHARGER 12V/24V	500	
001 4160 519 5400	BOOKS/PUBL/SUBSCR/MEMBERS	400
APWA MEMBERSHIP	190	
MISCELLANEOUS TRAININGS	110	
FL ASSOC OF GOV FLEET ADMINISTRATORS MEMBERSHIP	100	
001 4160 519 5501	TRAINING & EDUCATION COST	2,500
MISC. TRAINING: ASE, SAFETY, ETC	2,400	
FLAGFA ANNUAL CONFERENCE REGISTRATION	100	
TOTAL FOR DEPT: 4160		233,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
BLDG & GROUNDS/FACILITIES						
1 Personnel	001 4172					
572	1100 EXECUTIVE SALARIES	17,181	20,655	21,200	21,200	21,700
572	1200 REGULAR SALARIES & WAGE	193,547	216,250	197,500	197,500	201,900
572	1400 OVERTIME	1,498	964	1,500	1,500	1,600
572	2100 FICA/MEDICARE TAXES	16,021	18,029	17,100	17,100	17,400
572	2200 RETIREMENT CONTRIBUTION	16,691	18,669	17,600	17,600	18,900
572	2300 LIFE & HEALTH INSURANCE	44,698	52,024	53,000	53,000	58,300
572	2400 WORKERS COMP INSURANCE	4,275	4,175	4,700	4,700	4,800
572	2500 UNEMPLOYMENT COMP	1,406	274	0	0	0
	Subtotal	295,317	331,040	312,600	312,600	324,600

BLDG & GROUNDS/FACILITIES

2 Operating	001 4172					
572	3101 PROFESSIONAL SERVICES	370	1,120	2,000	2,000	2,000
572	3400 OTHER SERVICES	115,934	89,514	113,400	138,400	118,400
572	4001 REGULAR TRAVEL	18	13	400	400	400
572	4100 COMMUNICATION SERVICES	1,006	978	1,200	1,200	1,200
572	4200 POSTAGE, FRT, EXPRESS	209	70	500	500	500
572	4301 UTILITY SERVICES	262,069	275,613	283,200	283,200	283,200
572	4400 RENTALS & LEASES	1,320	0	1,000	1,000	1,000
572	4601 REPAIRS & MAINTENANCE	30,723	25,287	116,100	155,400	99,400
572	4660 SMALL EQ REPAIR & MAINT	10,014	8,334	10,000	10,000	12,000
572	4663 REPAIR/MAINT CAPITAL-LIKE	0	0	0	0	20,000
572	4810 PROMO ACT.-SPECIAL EVENTS	5,524	4,977	3,000	3,000	3,000
572	4920 TREE REMOVAL	0	0	2,000	7,000	3,000
572	5201 OPERATING SUPPLIES	35,805	22,288	35,000	35,000	35,000
572	5202 COMPUTERS	375	0	0	0	0
572	5204 SMALL TOOLS & EQUIPMENT	1,137	3,024	3,200	3,200	3,000
572	5210 SIGNS & MATERIALS	1,814	779	2,000	2,000	2,000
572	5219 UNIFORM EXPENSE	1,323	1,264	1,800	1,800	1,800
572	5221 PROGRAM EXPENSE	418	0	0	0	0
572	5250 FUEL & OIL SUPPLIES	275	92	3,700	3,700	3,900
572	5501 TRAINING & EDUCATION COST	70	60	1,500	1,500	1,100
	Subtotal	468,404	433,413	580,000	649,300	590,900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

GENERAL FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
BLDG & GROUNDS/FACILITIES						
3 Capital	001 4172					
572	6200 BUILDINGS	2,430	60,830	0	0	0
572	6300 INFRASTRUCTURE	304,568	92,873	0	0	0
572	6400 MACHINERY & EQUIPMENT	0	40,917	0	0	0
572	6500 CONSTRUCTION IN PROGRESS	124,011	86,623	0	0	0
	Subtotal	431,009	281,243	0	0	0
BLDG & GROUNDS/FACILI	Total	1,194,730	1,045,696	892,600	961,900	915,500
INTERFUND TRANSFERS						
4 Debt Svc/	001 8110					
581	9104 TRANSFER TO PERMITTING	174,700	127,842	111,000	111,000	134,400
581	9160 TRANSFER TO CAPITAL PRJCT	0	0	1,909,600	2,094,400	1,513,000
581	9190 TRANSFER TO OTHER FUNDS	7,582	40	0	0	0
	Subtotal	182,282	127,882	2,020,600	2,205,400	1,647,400
INTERFUND TRANSFERS	Total	182,282	127,882	2,020,600	2,205,400	1,647,400
FUND TOTALS		7,312,365	7,397,930	9,468,000	9,824,200	9,541,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4172 572 1100	EXECUTIVE SALARIES	21,700
EXECUTIVE SALARIES		21,700
A PUBLIC WORKS DIRECTOR 25%		
001 4172 572 1200	REGULAR SALARIES & WAGE	201,900
REGULAR SALARIES		201,900
A DEPUTY PUBLIC WORKS DIRECTOR 10%		
B ADMINISTRATIVE ASSISTANT 10%		
C FACILITIES SUPERVISOR (1)		
D TRADESWORKER (1)		
E EQUIPMENT OPERATOR/MAINTENANCE WORKER (1)		
F CUSTODIAN (3)		
001 4172 572 1400	OVERTIME	1,600
OVERTIME		1,600
001 4172 572 2100	FICA/MEDICARE TAXES	17,400
FICA AND MEDICARE		17,400
001 4172 572 2200	RETIREMENT CONTRIBUTION	18,900
RETIREMENT CONTRIBUTIONS		18,900
001 4172 572 2300	LIFE & HEALTH INSURANCE	58,300
MEDICAL AND LIFE INSURANCE		58,300
001 4172 572 2400	WORKERS COMP INSURANCE	4,800
WORKERS COMPENSATION INSURANCE		4,800
001 4172 572 3101	PROFESSIONAL SERVICES	2,000
DESIGN, ENVIRONMENTAL, STRUCTURAL, ETC. ASSISTANCE		1,500
FDOH FOOD HYGIENE FEES (SICA HALL & HOLLYLAND)		300
CITY HALL ELEVATOR OPERATING PERMITS		200
001 4172 572 3400	OTHER SERVICES	118,400
YMCA CONTRACT		45,000
FERTILIZATION & PEST CONTROL (GROUNDS)		35,000
FL DEPT OF CORRECTIONS CONTRACT @ 50%		28,800
IRRIGATION SERVICES (CITY HALL, SICA HALL, PARKS)		5,000
PEST CONTROL CONTRACT (BUILDINGS)		3,400
FIRE ALARM MONITORING (B&G CLUB, SICA HALL)		600
SECURITY ALARMS (CITY HALL, PD)		600
001 4172 572 4001	REGULAR TRAVEL	400
MEAL ALLOWANCE; LODGING; MILEAGE		400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4172 572 4100	COMMUNICATION SERVICES	1,200
CELL PHONE ALLOWANCE - 1 @ \$600	600	
CELL PHONE - CORRECTIONS OFC PER #WS962 @ 50%	300	
CELL PHONE ALLOWANCE - 1 @ \$600 X 25%	200	
CELL PHONE ALLOWANCE - 1 @ \$600 X 10%	100	
001 4172 572 4200	POSTAGE, FRT, EXPRESS	500
POSTAGE; FREIGHT; EXPRESS	500	
001 4172 572 4301	UTILITY SERVICES	283,200
FPL & TECO ALL ACCOUNTS	245,000	
WATER ALL ACCOUNTS	33,200	
BOYS & GIRLS CLUB UTILITIES	5,000	
001 4172 572 4400	RENTALS & LEASES	1,000
MISC EQUIPMENT RENTALS	1,000	
001 4172 572 4601	REPAIRS & MAINTENANCE	99,400
FIRE DEPARTMENT	20,000	
PARK BUILDINGS AND EQUIPMENT	13,000	
A/C MAINTENANCE ON 48 UNITS	12,800	
BOYS AND GIRLS CLUB MISCELLANEOUS REPAIR	10,000	
CITY HALL	8,000	
PW YARD (INCLUDES FLEET SHOP & BLDGS, ADMIN)	8,000	
CITY HALL LIFT & ELEVATOR MAINTENANCE	5,500	
CITY HALL ANNEX	5,000	
POLICE DEPARTMENT	5,000	
REPLACEMENT PROGRAMMABLE DOOR LOCKS FOR RESTROOMS	3,000	
REPAIRS TO LED SIGN AT CITY HALL	2,500	
BOYS AND GIRLS CLUB (EXTERIOR ONLY)	2,000	
SICA HALL	2,000	
BURGLAR ALARM INSPECTIONS (PD, BOYS & GIRLS)	1,000	
CLUBHOUSE	1,000	
FIRE ALARM INSPECTIONS (CH,FD,CHA,SICA)	600	
001 4172 572 4660	SMALL EQ REPAIR & MAINT	12,000
STRING TRIMMERS, EDGERS, POLE SAWS, CHAINSAWS, ETC	12,000	
001 4172 572 4663	REPAIR/MAINT CAPITAL-LIKE	20,000
IRRIGATION SYSTEM REPAIRS (CITY HALL, SICA, PARKS)	20,000	
001 4172 572 4810	PROMO ACT.-SPECIAL EVENTS	3,000
STAGE & TENT RENTAL FOR CHRISTMAS PARADE	1,000	
TROPHIES, BAND UNIFORM CLEANING FEES, OTHER MISC	1,000	
CAR RENTALS FOR COMMISSIONERS FOR CHRISTMAS PARADE	500	
OTHER MISC EVENTS (CITY WIDE CLEAN UPS, ETC)	500	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 4172 572 4920	TREE REMOVAL	3,000
	PARKS/GROUNDS TREE REMOVAL	3,000
001 4172 572 5201	OPERATING SUPPLIES	35,000
	CLEANING SUPPLIES, BUILDING SUPPLIES, TOOLS, ETC.	35,000
001 4172 572 5204	SMALL TOOLS & EQUIPMENT	3,000
	BACKPACK BLOWERS 3 @ \$500	1,500
	REPLACEMENT TRIMMERS 3 @ \$300	900
	PUSH MOWER (TO REPLACE SARLOW)	600
001 4172 572 5210	SIGNS & MATERIALS	2,000
	PARKS & FACILITIES SIGNAGE	2,000
001 4172 572 5219	UNIFORM EXPENSE	1,800
	UNIFORMS - \$210 EST EXP X 5 EMPLOYEES	1,100
	CLOTHING ALLOWANCE - 1 @ \$200	200
	UNIFORM REPAIRS (ESTIMATED)	200
	CLOTHING ALLOWANCE - 1 @ 100 X 10%	100
	CLOTHING ALLOWANCE - 2 @ \$200 X 25%	100
	UNIFORMS - \$130 EST EXP X 1 EMPLOYEE	100
001 4172 572 5250	FUEL & OIL SUPPLIES	3,900
	FUEL FOR SMALL EQUIPMENT	3,200
	ENGINE OIL FOR SMALL EQUIPMENT	400
	HYDRAULIC OIL FOR SMALL EQUIPMENT	300
001 4172 572 5501	TRAINING & EDUCATION COST	1,100
	PLAYGROUND SAFETY INSPECTION TRAINING/CERTIFICATN	900
	FOOD MANAGER CERTIFICATION	200
	MISC TRAINING COURSES/SEMINARS: PEST, LAWN, SAFETY	
TOTAL FOR DEPT: 4172		915,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

001 8110 581 9104	TRANSFER TO PERMITTING	134,400
	TRANSFER TO PERMITTING	134,400
001 8110 581 9160	TRANSFER TO CAPITAL PRJCT	1,513,000
	TRANSFER TO CAPITAL PROJECTS	1,513,000
TOTAL FOR DEPT: 8110		1,647,400

BUDGET FY 2017-18

REVENUES

LOCAL OPTION FUEL TAX	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
SALES AND USE TAXES					
002 0000 312 4210 2ND LOCAL OPTION FUEL TAX	121,694	129,636	114,500	114,500	114,500
	121,694	129,636	114,500	114,500	114,500
INTEREST EARNINGS					
002 0000 361 1000 INVESTMENTS	0	0	100	100	100
0000 1500 STI - SUNTRUST INVESTMENT	30	180	0	0	0
	30	180	100	100	100
LOCAL OPTION FUEL TAX	121,724	129,816	114,600	114,600	114,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

LOCAL OPTION FUEL TAX

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
ROADS & STREETS						
2 Operating	002 4141					
541 4601 REPAIRS & MAINTENANCE		114,236	242,129	0	0	0
Subtotal		114,236	242,129	0	0	0
ROADS & STREETS						
3 Capital	002 4141					
541 6310 2nd LOCAL OPTION GAS TAX		0	2,800	114,600	114,600	114,600
541 6500 CONSTRUCTION IN PROGRESS		93,884	0	0	0	0
Subtotal		93,884	2,800	114,600	114,600	114,600
ROADS & STREETS	Total	208,120	244,929	114,600	114,600	114,600
FUND TOTALS		208,120	244,929	114,600	114,600	114,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

002 4141 541 6310	2nd LOCAL OPTION GAS TAX	114,600
	SIDEWALK REPAIRS (4TH STREET, ETC)	114,600
TOTAL FOR DEPT:	4141	114,600

BUDGET FY 2017-18

REVENUES

PERMITTING				FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
BUILDING PERMITS								
004	0000	322	0000 BUILDING PERMITS	3,359	1,246	1,000	1,000	1,000
	0000		1000 BUILDING	49,359	56,376	63,000	63,000	63,000
	0000		1100 ELECTRIC	10,436	14,106	13,000	13,000	13,000
	0000		1200 PLUMBING	2,590	7,042	8,000	8,000	8,000
	0000		1300 MECHANICAL PERMITS	10,376	13,235	12,000	12,000	12,000
				76,120	92,005	97,000	97,000	97,000
OTHER PERMITS AND FEES								
004	0000	329	1000 OTHER PERMITS AND FEES	2,295	2,394	3,000	3,000	3,000
	0000		1011 APLIC FEE-RES BLDG PERMIT	12,240	14,900	14,000	14,000	14,000
	0000		1012 APLIC FEE-COM BLDG PERMIT	10,380	13,210	12,700	12,700	12,700
	0000		1013 APLIC FEE-RES ACCES STRCT	1,180	1,000	1,000	1,000	1,000
	0000		2022 SECOND RE-INSPECTION	30	360	0	0	0
	0000		2023 THIRD RE-INSPECTION	0	45	0	0	0
	0000		3031 CHANGE SUB-CONTRACTOR FE	10	10	0	0	0
	0000		3032 PLACARD FEE	1,856	2,172	2,000	2,000	2,000
	0000		3033 PLACARD REPLACEMENT FEE	20	50	0	0	0
	0000		3034 PERMIT RENEWAL (ACTIVE)	30	347	0	0	0
				28,041	34,488	32,700	32,700	32,700
INTEREST EARNINGS								
004	0000	361	1000 INVESTMENTS	30	69	0	0	0
				30	69	0	0	0
OTHER MISCELLANEOUS REVENUES								
004	0000	369	9000 MISC REVENUES	296	367	400	400	400
				296	367	400	400	400
TRANSFERS FROM GENERAL FUND								
004	0000	381	6000 TRANS FRM GEN FUND	182,282	127,842	111,000	111,000	134,400
				182,282	127,842	111,000	111,000	134,400
PERMITTING				286,769	254,771	241,100	241,100	264,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

PERMITTING

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
BUILDING & ZONING						
1 Personnel	004 4124					
524	1200 REGULAR SALARIES & WAGE	155,753	177,650	148,400	148,400	157,500
524	1400 OVERTIME	639	247	800	800	900
524	2100 FICA/MEDICARE TAXES	11,688	13,338	11,500	11,500	12,300
524	2200 RETIREMENT CONTRIBUTION	11,388	12,689	11,200	11,200	12,500
524	2300 LIFE & HEALTH INSURANCE	26,538	30,093	24,900	24,900	29,200
524	2400 WORKERS COMP INSURANCE	3,390	2,209	3,000	3,000	3,100
524	2500 UNEMPLOYMENT COMP	1,034	217	0	0	0
	Subtotal	210,430	236,443	199,800	199,800	215,500
BUILDING & ZONING						
2 Operating	004 4124					
524	3101 PROFESSIONAL SERVICES	28,163	1,650	2,500	2,500	10,000
524	3400 OTHER SERVICES	3,726	13,954	14,500	14,500	15,200
524	4001 REGULAR TRAVEL	557	0	1,500	1,500	2,000
524	4100 COMMUNICATION SERVICES	378	920	600	600	600
524	4200 POSTAGE, FRT, EXPRESS	3,229	3,889	3,500	3,500	3,000
524	4400 RENTALS & LEASES	2,837	2,733	2,500	2,500	2,500
524	4611 MAINTENANCE CONTRACTS	13,980	1,613	2,000	2,000	2,000
524	4650 VEHICLE REPAIRS	1,286	1,057	3,000	3,000	1,500
524	4700 PRINTING & BINDING	1,042	1,173	1,500	1,500	1,500
524	5100 OFFICE SUPPLIES	1,052	1,223	1,200	1,200	1,500
524	5201 OPERATING SUPPLIES	0	0	500	500	500
524	5219 UNIFORMS	746	1,017	500	500	400
524	5220 CLOTHING & EQUIP	0	0	200	200	200
524	5250 FUEL & OIL SUPPLIES	1,521	2,320	3,000	3,000	2,600
524	5400 BOOKS/PUBL/SUBSCR/MEMBERS	1,931	465	800	800	2,000
524	5501 TRAINING & EDUCATION COST	733	1,478	3,500	3,500	3,500
	Subtotal	61,181	33,492	41,300	41,300	49,000
BUILDING & ZONING	Total	271,611	269,935	241,100	241,100	264,500
FUND TOTALS		271,611	269,935	241,100	241,100	264,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

004 4124 524 1200	REGULAR SALARIES & WAGE	157,500
RETIRMENT SALARIES	157,500	
A CHIEF BUILDING OFFICIAL (1)		
B LICENSING/PERMIT/ZONING TECHNICIAN (1)		
C FIRE INSPECTOR/BACKFLOW INSPECTOR (1)		
004 4124 524 1400	OVERTIME	900
OVERTIME	900	
004 4124 524 2100	FICA/MEDICARE TAXES	12,300
FICA AND MEDICARE	12,300	
004 4124 524 2200	RETIREMENT CONTRIBUTION	12,500
RETIREMENT CONTRIBUTIONS	12,500	
004 4124 524 2300	LIFE & HEALTH INSURANCE	29,200
MEDICAL AND LIFE INSURANCE	29,200	
004 4124 524 2400	WORKERS COMP INSURANCE	3,100
WORKERS COMPENSATION INSURANCE	3,100	
004 4124 524 3101	PROFESSIONAL SERVICES	10,000
OUT SOURCED CERTIFIED FLOOD PLAIN MANAGER	5,000	
OUT SOURCED INSPECTIONS	3,500	
QUETIN L HAMPTON ASSOCIATES PLAN REVIEW	1,500	
004 4124 524 3400	OTHER SERVICES	15,200
SUNGARD ANNUAL MAINTENANCE ALLOCATION	15,200	
004 4124 524 4001	REGULAR TRAVEL	2,000
TRAVEL PER DIEM FOR LICENSE CEU'S	2,000	
004 4124 524 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE (BUILDING OFFICIAL)	600	
004 4124 524 4200	POSTAGE, FRT, EXPRESS	3,000
LOCAL BUSINESS TAX RENEWALS	1,750	
BACKFLOW NOTICES	1,250	
004 4124 524 4400	RENTALS & LEASES	2,500
COPIER/SCANNER/FAX/PRINTER LEASE	2,500	
004 4124 524 4611	MAINTENANCE CONTRACTS	2,000
COPIER/SCANNER/FAX/PRINTER MAINT AGREEMENT(S)	2,000	
004 4124 524 4650	VEHICLE REPAIRS	1,500
FIRE MARSHALS INSPECTION VEHICLE	1,000	
BUILDING OFFICIALS INSPECTION VEHICLE	500	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

004 4124 524 4700	PRINTING & BINDING	1,50
BUILDING PERMITS	500	
PRINTER PAPER FOR PERMIT RECEIPTS	500	
BUSINESS TAX RECEIPTS	250	
PERMIT CARD STOCK	150	
INSPECTION REPORT(S)	100	
004 4124 524 5100	OFFICE SUPPLIES	1,50
PAPER,STATIONARY,ENVELOPS,FILES,BINDERS,ETC.	1,500	
004 4124 524 5201	OPERATING SUPPLIES	50
INCIDENTAL SUPP FOR INSPECTIONS (LADDER,ELEC.TEST	500	
004 4124 524 5219	UNIFORMS	40
UNIFORM SHIRTS FOR BUILDING STAFF	400	
004 4124 524 5220	CLOTHING & EQUIP	20
UNIFORM SHIRTS 100X2	200	
004 4124 524 5250	FUEL & OIL SUPPLIES	2,60
FUEL FOR BUILDING OFFICIAL AND FIRE MARSHAL'S VEH	2,600	
004 4124 524 5400	BOOKS/PUBL/SUBSCR/MEMBERS	2,00
NEW CODE BOOKS FOR CHANGE IN CODE	1,200	
FIRE MARSHAL AND BUILDING OFFICIAL/FFMIA/FFPMA	200	
ICC LICENSE(S) RENEWAL	200	
BUILDING OFFICIAL NATIONAL FLOOD ASSOCIATION	150	
ICC MEMBERSHIP	150	
BUILDING OFFICIALS ASSOCIATION OF FLORIDA	50	
BUILDING OFFICIALS FLORIDA FLOOD PLAIN MANAGERS	50	
004 4124 524 5501	TRAINING & EDUCATION COST	3,50
BUILDING OFFICIAL FLORIDA LICENSE CEU REQUIRMENTS	800	
MISCELLANEOUS CEU TRAINING	800	
BUILDING OFFICIAL FLOOD PLAIN MANAGER CEU'S	700	
FIRE COLLEGE TRNG-BLDG OFFICIAL,FIRE MASHAL CEU'S	500	
CEU TRAINING FOR PERMIT TECH	400	
BACKFLOW INSPECTION CERTIFICATION FIRE MASHAL	300	
TOTAL FOR DEPT: 4124		264,50

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

SIDEWALK	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CHARGES FOR SERVICES					
005 0000 344 9020 SIDEWALK FEE	598	1,312	0	0	0
	598	1,312	0	0	0
INTEREST EARNINGS					
005 0000 361 1000 INVESTMENTS	9	14	0	0	0
	9	14	0	0	0
SIDEWALK	607	1,326	0	0	0

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

SIDEWALK

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
ROADS & STREETS						
2 Operating	005 4141					
541	3400 OTHER SERVICES	8	11	0	0	0
	Subtotal	8	11	0	0	0
ROADS & STREETS	Total	8	11	0	0	0
FUND TOTALS		8	11	0	0	0

BUDGET FY 2017-18

REVENUES

LAW ENFORCEMENT IMPACT FEE					FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
RESIDENTIAL IMPACT FEES									
101	0000	324	1100	RESIDENTIAL-PUBLIC SAFETY	665	1,330	500	500	500
	0000		1200	COMMERCIAL-PUBLIC SAFETY	1,929	95	500	500	500
					2,594	1,425	1,000	1,000	1,000
INTEREST EARNINGS									
101	0000	361	1500	STI - SUNTRUST INVESTMENT	6	104	0	0	0
					6	104	0	0	0
LAW ENFORCEMENT IMPACT FEE					2,600	1,529	1,000	1,000	1,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18**EXPENSES****LAW ENFORCEMENT IMPACT FEE**

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
OTHER NONOPERATING						
4 Debt Svc/	101 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	1,000	1,000	1,000
	Subtotal	0	0	1,000	1,000	1,000
OTHER NONOPERATING	Total	0	0	1,000	1,000	1,000
FUND TOTALS		0	0	1,000	1,000	1,000

BUDGET FY 2017-18

EXPENSES (Detail)

101 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,000
	BUDGET RESVE/CONTINGENCY	1,000
TOTAL FOR DEPT:	9010	1,000

BUDGET FY 2017-18

REVENUES

FIRE IMPACT FEE TRST ACCT					FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
RESIDENTIAL IMPACT FEES									
102	0000	324	1100	RESIDENTIAL-PUBLIC SAFETY	765	1,530	500	500	500
	0000		1200	COMMERCIAL-PUBLIC SAFETY	2,623	35	500	500	500
					3,388	1,565	1,000	1,000	1,000
INTEREST EARNINGS									
102	0000	361	1500	STI - SUNTRUST INVESTMENT	4	73	0	0	0
					4	73	0	0	0
FIRE IMPACT FEE TRST ACCT					3,392	1,638	1,000	1,000	1,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18**EXPENSES****FIRE IMPACT FEE TRST ACCT**

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
OTHER NONOPERATING					
4 Debt Svc/ 102 9010					
590 9901 BUDGET RESVE/CONTINGENCY	0	0	1,000	1,000	1,000
Subtotal	0	0	1,000	1,000	1,000
OTHER NONOPERATING Total	0	0	1,000	1,000	1,000
FUND TOTALS	0	0	1,000	1,000	1,000

BUDGET FY 2017-18

EXPENSES (Detail)

102 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,000
	BUDGET RESVE/CONTINGENCY	1,000
TOTAL FOR DEPT:	9010	1,000

BUDGET FY 2017-18

REVENUES

ROAD IMPACT FEE TRST ACCT					FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
RESIDENTIAL IMPACT FEES									
103	0000	324	3100	RESIDENTIAL-ROADS/TRANSP	842	842	500	500	500
	0000		3200	COMMERCIAL-ROADS/TRANSP	8,085	199	500	500	500
					8,927	1,041	1,000	1,000	1,000
INTEREST EARNINGS									
103	0000	361	1500	STI - SUNTRUST INVESTMENT	8	145	0	0	0
					8	145	0	0	0
OTHER MISCELLANEOUS REVENUES									
103	0000	369	9100	ADMINISTRATIVE FEE (1%)	87	28	0	0	0
					87	28	0	0	0
ROAD IMPACT FEE TRST ACCT					9,022	1,214	1,000	1,000	1,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

ROAD IMPACT FEE TRST ACCT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
OTHER NONOPERATING						
4 Debt Svc/	103 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	1,000	1,000	1,000
	Subtotal	0	0	1,000	1,000	1,000
OTHER NONOPERATING	Total	0	0	1,000	1,000	1,000
FUND TOTALS		0	0	1,000	1,000	1,000

BUDGET FY 2017-18

EXPENSES (Detail)

103 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,000
	BUDGET RESVE/CONTINGENCY	1,000
TOTAL FOR DEPT:	9010	1,000

BUDGET FY 2017-18

REVENUES

PARK IMPACT FEE TRST ACCT					FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
RESIDENTIAL IMPACT FEES									
104	0000	324	6100	RESIDENTIAL-PARKS/CULTURAL	2,135	1,424	1,000	1,000	1,000
	0000		6200	COMMERCIAL-PARKS/CULTUR	0	2,882	1,000	1,000	1,000
					2,135	4,306	2,000	2,000	2,000
INTEREST EARNINGS									
104	0000	361	1500	STI - SUNTRUST INVESTMENT	5	89	0	0	0
					5	89	0	0	0
PARK IMPACT FEE TRST ACCT					2,140	4,395	2,000	2,000	2,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

PARK IMPACT FEE TRST ACCT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	104 8110					
581	9101 TRANSFER TO GENERAL FUND	0	10,000	0	0	0
	Subtotal	0	10,000	0	0	0
INTERFUND TRANSFERS	Total	0	10,000	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	104 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	2,000	2,000	2,000
	Subtotal	0	0	2,000	2,000	2,000
OTHER NONOPERATING	Total	0	0	2,000	2,000	2,000
FUND TOTALS		0	10,000	2,000	2,000	2,000

BUDGET FY 2017-18

EXPENSES (Detail)

104 9010 590 9901	BUDGET RESVE/CONTINGENCY	2,000
	BUDGET RESVE/CONTINGENCY	2,000
TOTAL FOR DEPT:	9010	2,000

BUDGET FY 2017-18

REVENUES

LAW ENFORCEMENT TRUST FUND	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
JUDGMENTS, FINES & FORFEITURES					
110 0000 358 2000 ASSETS SEIZED BY LAW ENF	42,145	5,018	0	0	0
	42,145	5,018	0	0	0
INTEREST EARNINGS					
110 0000 361 1000 INVESTMENTS	138	202	0	0	0
0000 1500 STI - SUNTRUST INVESTMENT	0	5	0	0	0
	138	207	0	0	0
APPROPRIATIONS					
110 0000 380 1000 APPROPRIATED FUND BAL	0	0	38,500	38,500	0
	0	0	38,500	38,500	0
LAW ENFORCEMENT TRUST FUND	42,283	5,225	38,500	38,500	0

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

LAW ENFORCEMENT TRUST FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
LAW ENFORCEMENT OPERATIONS						
2 Operating	110 2120					
521	3400 OTHER SERVICES	122	148	0	0	0
521	4400 RENTALS & LEASES	358	0	0	0	0
521	5201 OPERATING SUPPLIES	0	0	0	800	0
	Subtotal	480	148	0	800	0
LAW ENFORCEMENT OPERATIONS						
3 Capital	110 2120					
521	6400 MACHINERY & EQUIPMENT	0	0	38,500	37,700	0
	Subtotal	0	0	38,500	37,700	0
LAW ENFORCEMENT OPER	Total	480	148	38,500	38,500	0
FUND TOTALS		480	148	38,500	38,500	0

BUDGET FY 2017-18

REVENUES

H H POLICE EXPLORERS	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CHARGES FOR SERVICES					
115 0000 347 2100 PROGRAM ACTIVITY FEES	0	0	1,400	1,400	1,400
	0	0	1,400	1,400	1,400
INTEREST EARNINGS					
115 0000 361 1000 INVESTMENTS	3	3	0	0	0
	3	3	0	0	0
CONTRIBUTIONS					
115 0000 366 9010 EXPLORERS/VIP DONATIONS	1,467	1,185	0	0	0
	1,467	1,185	0	0	0
H H POLICE EXPLORERS	1,470	1,188	1,400	1,400	1,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

H H POLICE EXPLORERS

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
LAW ENFORCEMENT						
2 Operating	115 2110					
521	3400 OTHER SERVICES	2	2	0	0	0
521	5220 CLOTHING & EQUIP	0	0	400	400	400
521	5221 PROGRAM EXPENSE	1,557	585	1,000	1,000	1,000
	Subtotal	1,559	587	1,400	1,400	1,400
LAW ENFORCEMENT	Total	1,559	587	1,400	1,400	1,400
FUND TOTALS		1,559	587	1,400	1,400	1,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

115 2110 521 5220	CLOTHING & EQUIP	400
	UNIFORMS (10X40 PER UNIFORM)	400
115 2110 521 5221	PROGRAM EXPENSE	1,000
	MISC PROGRAM EXPENSE	1,000
TOTAL FOR DEPT: 2110		1,400

BUDGET FY 2017-18

REVENUES

COMMUNITY REDEVELOPMENT	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
AD VALOREM TAXES					
130 0000 311 1000 CURRENT AD-VALOREM TAXES	892,998	958,845	1,027,200	1,027,200	1,112,600
	892,998	958,845	1,027,200	1,027,200	1,112,600
STATE SHARED REVENUES					
130 0000 334 4920 FDOT MAST ARM PROJECT	94,000	0	0	0	0
	94,000	0	0	0	0
LOCAL SHARED REVENUES					
130 0000 338 3000 INTERGOVT SHARE OF TIF	984,685	1,041,050	1,105,100	1,105,100	1,137,600
	984,685	1,041,050	1,105,100	1,105,100	1,137,600
INTEREST EARNINGS					
130 0000 361 1000 INVESTMENTS	3,094	4,909	4,000	4,000	4,000
0000 1500 STI - SUNTRUST INVESTMENT	206	3,717	1,000	1,000	1,000
	3,300	8,626	5,000	5,000	5,000
MARKET LEASE REVENUE					
130 0000 362 4010 MARKET LEASE REVENUE	72,594	75,023	76,500	76,500	76,500
	72,594	75,023	76,500	76,500	76,500
DISPOS. OF FIXED ASSETS					
130 0000 364 4100 SALE OF FIXED ASSETS	0	5,100	0	0	0
	0	5,100	0	0	0
OTHER MISCELLANEOUS REVENUES					
130 0000 369 3030 INSURANCE	7,694	0	0	0	0
0000 9000 MISC REVENUES	456	0	0	0	0
	8,150	0	0	0	0
APPROPRIATIONS					
130 0000 380 1000 APPROPRIATED FUND BAL	0	0	3,498,200	3,498,200	4,149,500
	0	0	3,498,200	3,498,200	4,149,500
COMMUNITY REDEVELOPMENT	2,055,727	2,088,644	5,712,000	5,712,000	6,481,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18**EXPENSES****COMMUNITY REDEVELOPMENT**

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
EE GENERAL ADMINISTRATION						
1 Personnel	130 5510					
552	1200 REGULAR SALARIES & WAGE	41,649	43,948	93,800	93,800	95,300
552	1400 OVERTIME	0	0	700	700	700
552	2100 FICA/MEDICARE TAXES	2,599	2,948	7,300	7,300	7,400
552	2200 RETIREMENT CONTRIBUTION	3,057	3,226	7,100	7,100	7,600
552	2300 LIFE & HEALTH INSURANCE	7,457	7,531	16,700	16,700	18,300
552	2400 WORKERS COMP INSURANCE	266	160	200	200	200
552	2500 UNEMPLOYMENT COMP	278	55	0	0	0
	Subtotal	55,306	57,868	125,800	125,800	129,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

COMMUNITY REDEVELOPMENT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
EE GENERAL ADMINISTRATION						
2 Operating	130 5510					
514	3101 PROFESSIONAL SERVICES	33,726	43,875	40,000	40,000	40,000
552	3101 PROFESSIONAL SERVICES	3,000	15,649	30,000	30,000	30,000
552	3150 LEGAL/OFFICIAL ADVERTISNG	2,178	389	1,000	1,000	1,300
552	3400 OTHER SERVICES	40,381	54,255	132,500	132,500	132,500
552	4001 REGULAR TRAVEL	49	201	500	500	1,000
552	4100 COMMUNICATION SERVICES	0	140	600	600	600
552	4200 POSTAGE, FRT, EXPRESS	817	433	2,000	2,000	2,000
552	4301 UTILITY SERVICES	27,345	21,210	30,000	30,000	30,000
552	4400 RENTALS & LEASES	1,698	592	800	800	700
552	4601 REPAIRS & MAINTENANCE	6,629	3,958	20,200	20,200	20,200
552	4611 MAINTENANCE CONTRACTS	726	534	1,000	1,000	400
552	4700 PRINTING & BINDING	0	49	2,000	2,000	2,000
552	4800 PROMO.ADVERTISING ACTIV.	0	250	2,000	2,000	7,000
552	4810 SPECIAL EVENTS	5,481	4,233	13,500	13,500	6,000
552	4901 MISC EXPENSE/MASTER PLAN	450	175	200	200	200
552	4920 TREE REMOVAL	1,200	0	3,000	3,000	3,000
552	4959 BAD DEBT EXPENSE	-4,019	348	0	0	0
552	5100 OFFICE SUPPLIES	43	44	500	500	500
552	5201 OPERATING SUPPLIES	686	3,520	10,000	10,000	10,000
552	5210 SIGNS & MATERIALS	566	44	5,000	5,000	5,000
552	5219 UNIFORM EXPENSE	200	200	200	200	200
552	5400 BOOKS/PUBL/SUBSCR/MEMBERS	6,686	6,575	7,000	7,000	7,000
552	5501 TRAINING & EDUCATION COST	0	395	800	800	1,900
	Subtotal	127,842	157,069	302,800	302,800	301,500

EE GENERAL ADMINISTRATION

3 Capital	130 5510					
552	6200 BUILDINGS	0	64,351	0	13,800	0
552	6300 INFRASTRUCTURE	273,624	0	3,973,900	905,000	4,729,500
552	6500 CONSTRUCTION IN PROGRESS	6,000	0	0	3,055,100	0
	Subtotal	279,624	64,351	3,973,900	3,973,900	4,729,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18**EXPENSES****COMMUNITY REDEVELOPMENT**

		FY14-15	FY 15-16	FY16-17	FY16-17	FY17-18
		Actuals	Actuals	Original	Amended	Budget
EE GENERAL ADMINISTRATION						
4 Debt Svc/	130 5510					
552	8201 PROPERTY IMPROVMNT GRANTS	47,246	27,275	100,000	100,000	100,000
	Subtotal	47,246	27,275	100,000	100,000	100,000
EE GENERAL ADMINISTRA	Total	510,018	306,563	4,502,500	4,502,500	5,260,500

BUDGET FY 2017-18

EXPENSES (Detail)

130 5510 552 1200	REGULAR SALARIES & WAGE	95,300
REGULAR SALARIES		95,300
A ECONOMIC DEVELOPMENT DIR/ADMINISTRATOR (1)		
B CRA COORDINATOR (1)		
130 5510 552 1400	OVERTIME	700
OVERTIME		700
130 5510 552 2100	FICA/MEDICARE TAXES	7,400
FICA AND MEDICARE		7,400
130 5510 552 2200	RETIREMENT CONTRIBUTION	7,600
RETIREMENT CONTRIBUTIONS		7,600
130 5510 552 2300	LIFE & HEALTH INSURANCE	18,300
MEDICAL AND LIFE INSURANCE		18,300
130 5510 552 2400	WORKERS COMP INSURANCE	200
WORKERS COMPENSATION INSURANCE		200
130 5510 514 3101	PROFESSIONAL SERVICES	40,000
AS NECESSARY LEGAL		40,000
130 5510 552 3101	PROFESSIONAL SERVICES	30,000
AS NEEDED FINANCIAL, ETC.		20,000
LANDSCAPE ARCHITECT - US1 LANDSCAPING PROJECT		10,000
130 5510 552 3150	LEGAL/OFFICIAL ADVERTISING	1,300
CRA ANNUAL REPORT AND OTHER LEGAL ADVERTISING		1,300
130 5510 552 3400	OTHER SERVICES	132,500
US1 MEDIAN LANDSCAPING/MAINTENANCE		75,000
1200 CENTER AVENUE LANDSCAPING (ANNUAL)		18,000
RIVERSIDE PARK LANDSCAPING MAINTENANCE (ANNUAL)		13,600
MARKET LANDSCAPE MAINTENANCE (ANNUAL)		11,500
MISC PLANT REPLACEMENT, IRRIGATIONS REPAIR, ETC		4,000
FERTILIZATION & PEST CONTROL CONTRACT (GROUNDS)		3,000
140 RIVERSIDE DR LANDSCAPE MAINTENANCE (ANNUAL)		2,100
224 RIVERSIDE DR LANDSCAPE MAINTENANCE (ANNUAL)		2,100
TERMITE BOND		2,000
FIRE ALARM MONITORING (MARKET)		1,100
ANNUAL PEST CONTROL (MARKET)		100
130 5510 552 4001	REGULAR TRAVEL	1,000
MEAL ALLOWANCE; LODGING		1,000
130 5510 552 4100	COMMUNICATION SERVICES	600
CELL PHONE ALLOWANCE - 1 @ \$600		600
130 5510 552 4200	POSTAGE, FRT, EXPRESS	2,000
POSTAGE, FREIGHT & EXPRESS; INCLUDING EVENT MAILERS		2,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

130 5510 552 4301	UTILITY SERVICES	30,000
THE MARKET		30,000
130 5510 552 4400	RENTALS & LEASES	700
COPIER LEASE (FORMERLY UBCOPIER) @ 25%		700
130 5510 552 4601	REPAIRS & MAINTENANCE	20,200
THE MARKET, 1200 CENTER AVE, RIVERSIDE PARK		10,000
US1 BUS SHELTERS		10,000
FIRE ALARM INSPECTION		200
130 5510 552 4611	MAINTENANCE CONTRACTS	400
COPIER MAINTENANCE (FORMERLY UBCOPIER) @ 25%		400
130 5510 552 4700	PRINTING & BINDING	2,000
DOCUMENTS, MAPS, ETC.		2,000
130 5510 552 4800	PROMO.ADVERTISING ACTIV.	7,000
VIDEO EDITING FOR PROMO. ADVERTISING (POST-PROD)		5,000
CHAMBER DIRECTORY, REDEVELOPMENT GRANT OPPORTUNITY		2,000
130 5510 552 4810	SPECIAL EVENTS	6,000
TRUNK OR TREAT		3,000
EASTER EGG HUNT		2,500
HOT RODS ON THE HILL		500
130 5510 552 4901	MISC EXPENSE/MASTER PLAN	200
STATE SPECIAL DISTRICT FEE		200
130 5510 552 4920	TREE REMOVAL	3,000
TREE REMOVAL FROM CRA OWNED PROPERTIES		3,000
130 5510 552 5100	OFFICE SUPPLIES	500
PAPER, ENVELOPES, ETC.		500
130 5510 552 5201	OPERATING SUPPLIES	10,000
THE MARKET, 1200 CENTER AVENUE, RIVERSIDE PARK		10,000
130 5510 552 5210	SIGNS & MATERIALS	5,000
CRA DECORATIVE STREET SIGNAGE		5,000
130 5510 552 5219	UNIFORM EXPENSE	200
CLOTHING ALLOWANCE - 1 @ \$200		200
130 5510 552 5400	BOOKS/PUBL/SUBSCR/MEMBERS	7,000
TEAM VOLUSIA		6,000
FL DEVELOPMENT ASSOCIATION MEMBERSHIP		1,000
130 5510 552 5501	TRAINING & EDUCATION COST	1,900
FLORIDA REDEVELOPMENT CONFERENCE		800
IEDC TRAINING COURSE		600
IEDC CERT TESTING		500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

130 5510 552 6300	INFRASTRUCTURE		4,729,500
	CRA DISTRICT OVERHEAD TO UNDERGROUND CONVERSION	3,433,500	
	US1 LANDSCAPING PROJECT (FDOT REIMBURSABLE)	866,000	
	GATEWAY SIGNAGE	200,000	
	US1 LANDSCAPING TREE LOCATION, IRRIGATION, SOD	125,000	
	US1 LANDSCAPING PROJECT CONSTR ADMIN SERVICES	75,000	
	TRAFFIC MAST ARM 6TH OR 8TH STREET - TPO MATCH	30,000	
130 5510 552 8201	PROPERTY IMPROVMNT GRANTS		100,000
	PROPERTY IMPROVEMENTS REIM GRANTS	100,000	
TOTAL FOR DEPT:	5510		5,260,500

BUDGET FY 2017-18

EXPENSES

COMMUNITY REDEVELOPMENT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
EE PUBLIC SAFETY						
1 Personnel	130 5520					
552	1200 REGULAR SALARIES & WAGE	163,493	166,794	170,000	170,000	170,400
552	1400 OVERTIME	10,450	8,982	12,000	12,000	12,000
552	1500 INCENTIVE PAY	1,748	2,046	2,200	2,200	2,200
552	2100 FICA/MEDICARE TAXES	13,015	14,028	14,100	14,100	14,200
552	2200 RETIREMENT CONTRIBUTION	82,497	75,034	70,200	70,200	78,900
552	2300 LIFE & HEALTH INSURANCE	29,446	32,119	33,200	33,200	36,400
552	2400 WORKERS COMP INSURANCE	7,316	3,112	4,900	4,900	4,900
552	2500 UNEMPLOYMENT COMP	1,208	237	0	0	0
	Subtotal	309,173	302,352	306,600	306,600	319,000
EE PUBLIC SAFETY						
2 Operating	130 5520					
552	3101 PROFESSIONAL SERVICES	0	837	2,000	2,000	2,000
552	3400 OTHER SERVICES	0	75	7,500	7,500	16,500
552	4001 REGULAR TRAVEL	0	60	500	500	1,000
552	4100 COMMUNICATION SERVICES	760	573	1,200	1,200	1,200
552	4200 POSTAGE, FRT, EXPRESS	430	271	700	700	700
552	4601 REPAIRS & MAINTENANCE	77	41	500	500	500
552	4611 MAINTENANCE CONTRACTS	0	0	1,000	1,000	1,000
552	4650 VEHICLE REPAIRS	6,422	3,016	8,000	10,200	8,000
552	4659 PORTN OF 4650 REIMB BY EE	-2,830	-3,420	0	0	0
552	4700 PRINTING & BINDING	180	691	1,000	1,000	1,000
552	5100 OFFICE SUPPLIES	299	542	500	500	700
552	5201 OPERATING SUPPLIES	4,960	640	2,300	2,300	4,900
552	5219 UNIFORM EXPENSE	1,171	2,215	400	400	400
552	5220 CLOTHING & EQUIPMENT	0	0	2,900	2,900	2,300
552	5250 FUEL & OIL SUPPLIES	15,270	10,318	15,000	15,000	15,500
552	5501 TRAINING & EDUCATION COST	0	874	1,500	1,500	1,500
	Subtotal	26,739	16,733	45,000	47,200	57,200
EE PUBLIC SAFETY						
3 Capital	130 5520					
552	6400 MACHINERY & EQUIPMENT	0	0	3,000	800	0
	Subtotal	0	0	3,000	800	0
EE PUBLIC SAFETY	Total	335,912	319,085	354,600	354,600	376,200

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BUDGET FY 2017-18

EXPENSES (Detail)

130 5520 552 1200	REGULAR SALARIES & WAGE	170,400
REGULAR SALARIES	170,400	
A SERGEANT (1)		
B POLICE OFFICERS (3)		
130 5520 552 1400	OVERTIME	12,000
OVERTIME	12,000	
130 5520 552 1500	INCENTIVE PAY	2,200
INCENTIVE PAY	2,200	
130 5520 552 2100	FICA/MEDICARE TAXES	14,200
FICA AND MEDICARE	14,200	
130 5520 552 2200	RETIREMENT CONTRIBUTION	78,900
RETIREMENT CONTRIBUTIONS	78,900	
130 5520 552 2300	LIFE & HEALTH INSURANCE	36,400
MEDICAL AND LIFE INSURANCE	36,400	
130 5520 552 2400	WORKERS COMP INSURANCE	4,900
WORKERS COMPENSATION INSURANCE	4,900	
130 5520 552 3101	PROFESSIONAL SERVICES	2,000
SPECIAL MASTER (CRA AREA)	2,000	
130 5520 552 3400	OTHER SERVICES	16,500
CODE COMPLIANCE (DEMO)	15,000	
CODE COMPLIANCE (LAWN)	1,500	
130 5520 552 4001	REGULAR TRAVEL	1,000
TRAVEL AND PER DIEM	1,000	
130 5520 552 4100	COMMUNICATION SERVICES	1,200
CELL PHONE (X2 SGT AND CODE OFFICER)	1,200	
130 5520 552 4200	POSTAGE, FRT, EXPRESS	700
POSTAGE	700	
130 5520 552 4601	REPAIRS & MAINTENANCE	500
RADIO REPAIRS AND MAINTENANCE	500	
130 5520 552 4611	MAINTENANCE CONTRACTS	1,000
COMMUNICATIONS INTERNATIONAL RADIO MAINTENANCE	1,000	
130 5520 552 4650	VEHICLE REPAIRS	8,000
VEHICLE REPAIRS	8,000	
130 5520 552 4700	PRINTING & BINDING	1,000
BUSINESS CARDS AND NOTICES	1,000	
130 5520 552 5100	OFFICE SUPPLIES	700
OFFICE SUPPLIES	700	

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BUDGET FY 2017-18

EXPENSES (Detail)

130 5520 552 5201	OPERATING SUPPLIES		4,900
	NATIONAL NIGHT OUT/KIDS ON THE HILL	3,000	
	MISC OPERATING SUPPLIES	500	
	AMMO	300	
	TRUNK OR TREAT	300	
	BICYCLE REPAIRS AND MAINTENANCE	200	
	EVIDENCE	200	
	GLOVES	200	
	TRAINING SUPPLIES	200	
130 5520 552 5219	UNIFORM EXPENSE		400
	BOOT REIMBURSEMENT (X4)	400	
130 5520 552 5220	CLOTHING & EQUIPMENT		2,300
	UNIFORM REPLACEMENT	1,500	
	REPLACEMENT EQUIPMENT	800	
130 5520 552 5250	FUEL & OIL SUPPLIES		15,500
	FUEL AND OIL SUPPLIES	15,500	
130 5520 552 5501	TRAINING & EDUCATION COST		1,500
	TRAINING AND EDUCATION	1,500	
TOTAL FOR DEPT: 5520			376,200

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BUDGET FY 2017-18

EXPENSES

COMMUNITY REDEVELOPMENT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	130 8110					
581	9120 TRANSFER TO DEBT SRVC FND	396,400	398,200	403,300	403,300	396,500
581	9123 TRANSFER TO SER.2013 DEBT	447,900	448,900	451,600	451,600	448,000
	Subtotal	844,300	847,100	854,900	854,900	844,500
INTERFUND TRANSFERS	Total	844,300	847,100	854,900	854,900	844,500
FUND TOTALS		1,690,230	1,472,748	5,712,000	5,712,000	6,481,200

BUDGET FY 2017-18

EXPENSES (Detail)

130 8110 581 9120	TRANSFER TO DEBT SRVC FND	396,500
	TRANSFER TO 131 DEBT SERVICE	396,500
130 8110 581 9123	TRANSFER TO SER.2013 DEBT	448,000
	TRANSFER TO 132 DEBT SERVICE	448,000
TOTAL FOR DEPT: 8110		844,500

BUDGET FY 2017-18

REVENUES

CRA DEBT SERVICE FUND	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
131 0000 361 1500 STI - SUNTRUST INVESTMENT	18	306	0	0	0
	18	306	0	0	0
APPROPRIATIONS					
131 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	0	3,400
	0	0	0	0	3,400
TRANSFERS FROM COMMUNITY REDEVELOPMENT					
131 0000 381 6400 TRANS FRM COMM REDEVELO	396,400	398,200	403,300	403,300	396,500
	396,400	398,200	403,300	403,300	396,500
CRA DEBT SERVICE FUND	396,418	398,506	403,300	403,300	399,900

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BUDGET FY 2017-18

CRA DEBT SERVICE FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	131 1701					
517	7180 DEBT SERVICE	315,000	320,000	325,000	325,000	335,000
517	7280 DEBT SERVICE	84,558	78,132	71,700	71,700	64,900
	Subtotal	399,558	398,132	396,700	396,700	399,900
DEBT SERVICE	Total	399,558	398,132	396,700	396,700	399,900
OTHER NONOPERATING						
4 Debt Svc/	131 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	6,600	6,600	0
	Subtotal	0	0	6,600	6,600	0
OTHER NONOPERATING	Total	0	0	6,600	6,600	0
FUND TOTALS		399,558	398,132	403,300	403,300	399,900

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BUDGET FY 2017-18

EXPENSES (Detail)

131 1701 517 7180	DEBT SERVICE	335,000
PRINCIPAL		335,000
131 1701 517 7280	DEBT SERVICE	64,900
INTEREST		64,900
TOTAL FOR DEPT: 1701		399,900

BUDGET FY 2017-18

REVENUES

CRA 2013 DEBT SERVICE FND	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
132 0000 361 1500 STI - SUNTRUST INVESTMENT	13	230	0	0	0
	13	230	0	0	0
TRANSFERS FROM COMMUNITY REDEVELOPMENT					
132 0000 381 6400 TRANS FRM COMM REDEVELO	447,900	448,900	451,600	451,600	448,000
	447,900	448,900	451,600	451,600	448,000
CRA 2013 DEBT SERVICE FND	447,913	449,130	451,600	451,600	448,000

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BUDGET FY 2017-18

EXPENSES

CRA 2013 DEBT SERVICE FND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	132 1701					
517	7101 GEN GOVT	340,000	350,000	360,000	360,000	365,000
517	7201 GEN GOVT	106,831	98,850	90,700	90,700	82,300
	Subtotal	446,831	448,850	450,700	450,700	447,300
DEBT SERVICE	Total	446,831	448,850	450,700	450,700	447,300
OTHER NONOPERATING						
4 Debt Svc/	132 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	900	900	700
	Subtotal	0	0	900	900	700
OTHER NONOPERATING	Total	0	0	900	900	700
FUND TOTALS		446,831	448,850	451,600	451,600	448,000

BUDGET FY 2017-18					EXPENSES (Detail)
132	1701	517	7101	GEN GOVT	365,000
				PRINCIPAL	365,000
132	1701	517	7201	GEN GOVT	82,300
				INTEREST	82,300
TOTAL FOR DEPT:		1701			447,300

BUDGET FY 2017-18

EXPENSES (Detail)

132 9010 590 9901	BUDGET RESVE/CONTINGENCY	700
	RESERVE/CONTINGENCY	700
TOTAL FOR DEPT: 9010		700

BUDGET FY 2017-18

REVENUES

CRA PROJECTS FUND	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
139 0000 361 1000 INVESTMENTS	0	426	0	0	0
0000 1500 STI - SUNTRUST INVESTMENT	419	6,444	2,400	2,400	2,400
	419	6,870	2,400	2,400	2,400
APPROPRIATIONS					
139 0000 380 1000 APPROPRIATED FUND BAL	0	0	3,785,000	3,785,000	2,132,500
	0	0	3,785,000	3,785,000	2,132,500
CRA PROJECTS FUND	419	6,870	3,787,400	3,787,400	2,134,900

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BUDGET FY 2017-18

EXPENSES

CRA PROJECTS FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CRA PROJECTS						
2 Operating	139 5590					
552 3400 OTHER SERVICES		0	308	0	0	0
	Subtotal	0	308	0	0	0
CRA PROJECTS						
3 Capital	139 5590					
552 6500 CONSTRUCTION IN PROGRESS		26,195	241,386	3,787,400	3,787,400	2,134,900
	Subtotal	26,195	241,386	3,787,400	3,787,400	2,134,900
CRA PROJECTS	Total	26,195	241,694	3,787,400	3,787,400	2,134,900
FUND TOTALS		26,195	241,694	3,787,400	3,787,400	2,134,900

BUDGET FY 2017-18

EXPENSES (Detail)

139 5590 552 6500	CONSTRUCTION IN PROGRESS	2,134,900
	OVERHEAD TO UNDERGROUND UTILITY CONVERSION	2,134,900
TOTAL FOR DEPT:	5590	2,134,900

BUDGET FY 2017-18

REVENUES

CDBG	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
FEDERAL SHARED REVENUES					
140 0000 331 5010 CDBG	88,476	57,260	92,300	92,300	92,300
	88,476	57,260	92,300	92,300	92,300
APPROPRIATIONS					
140 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	40,000	0
	0	0	0	40,000	0
TRANSFER FROM GENERAL FUND					
140 0000 381 6000 TRANS FRM GEN FUND	0	40	0	0	0
	0	40	0	0	0
CDBG	88,476	57,300	92,300	132,300	92,300

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BUDGET FY 2017-18

EXPENSES

CDBG

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CITY COMMISSION						
2 Operating	140 1101					
511 4910 OTHER SPECIAL COSTS		0	0	13,800	13,800	13,800
	Subtotal	0	0	13,800	13,800	13,800
CITY COMMISSION	Total	0	0	13,800	13,800	13,800
SEWER SERVICES						
3 Capital	140 3020					
535 6300 INFRASTRUCTURE		88,476	57,300	78,500	78,500	78,500
	Subtotal	88,476	57,300	78,500	78,500	78,500
SEWER SERVICES	Total	88,476	57,300	78,500	78,500	78,500
BLDG & GROUNDS/FACILITIES						
3 Capital	140 4172					
572 6300 INFRASTRUCTURE		0	0	0	40,000	0
	Subtotal	0	0	0	40,000	0
BLDG & GROUNDS/FACILI	Total	0	0	0	40,000	0
FUND TOTALS		88,476	57,300	92,300	132,300	92,300

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BUDGET FY 2017-18

EXPENSES (Detail)

140 1101 511 4910	OTHER SPECIAL COSTS	13,800
	VOLUSIA COUNTY HOPE PLACE IMPROVEMENTS	13,800
TOTAL FOR DEPT:	1101	13,800

BUDGET FY 2017-18

EXPENSES (Detail)

140 3020 535 6300	INFRASTRUCTURE		78,500
	WW LIFT STATION #3 REFURBISHMENT	78,500	
TOTAL FOR DEPT:	3020		78,500

BUDGET FY 2017-18

REVENUES

LLEBG	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
FEDERAL SHARED REVENUES					
150 0000 331 2410 POLICE-JAG GRANT	4,333	4,221	0	5,500	0
	4,333	4,221	0	5,500	0
LLEBG	4,333	4,221	0	5,500	0

BUDGET FY 2017-18

EXPENSES

LLEBG

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
LAW ENFORCEMENT						
2 Operating	150 2110					
521	5201 OPERATING SUPPLIES	0	4,221	0	5,500	0
	Subtotal	0	4,221	0	5,500	0
LAW ENFORCEMENT						
3 Capital	150 2110					
521	6400 MACHINERY & EQUIPMENT	4,333	0	0	0	0
	Subtotal	4,333	0	0	0	0
LAW ENFORCEMENT	Total	4,333	4,221	0	5,500	0
FUND TOTALS		4,333	4,221	0	5,500	0

BUDGET FY 2017-18

REVENUES

CAPITAL PROJECTS	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
301 0000 361 1500 STI - SUNTRUST INVESTMENT	13	219	0	0	0
	13	219	0	0	0
APPROPRIATIONS					
301 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	3,500	1,071,500
	0	0	0	3,500	1,071,500
TRANSFERS FROM GENERAL FUND					
301 0000 381 6000 TRANS FRM GEN FUND	0	0	1,909,600	2,094,400	1,513,000
	0	0	1,909,600	2,094,400	1,513,000
CAPITAL PROJECTS	13	219	1,909,600	2,097,900	2,584,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

CAPITAL PROJECTS

			FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
ACCOUNTING							
3 Capital	301	1301					
513	6400	MACHINERY & EQUIPMENT	0	0	355,000	355,000	500,000
		Subtotal	0	0	355,000	355,000	500,000
ACCOUNTING		Total	0	0	355,000	355,000	500,000
INFORMATION TECHNOLOGY							
3 Capital	301	1306					
516	6400	MACHINERY & EQUIPMENT	0	0	35,000	37,500	55,000
		Subtotal	0	0	35,000	37,500	55,000
INFORMATION TECHNOLO		Total	0	0	35,000	37,500	55,000
OTHER GENERAL GOVERNMENT							
3 Capital	301	1901					
519	6400	MACHINERY & EQUIPMENT	0	0	120,000	120,000	190,100
		Subtotal	0	0	120,000	120,000	190,100
OTHER GENERAL GOVERN		Total	0	0	120,000	120,000	190,100
LAW ENFORCEMENT							
3 Capital	301	2110					
521	6400	MACHINERY & EQUIPMENT	0	0	85,200	79,200	115,700
		Subtotal	0	0	85,200	79,200	115,700
LAW ENFORCEMENT		Total	0	0	85,200	79,200	115,700
FIRE CONTROL ADMIN							
3 Capital	301	2210					
522	6200	BUILDINGS	0	0	0	0	26,000
		Subtotal	0	0	0	0	26,000
FIRE CONTROL ADMIN		Total	0	0	0	0	26,000
BUILDING & ZONING							
3 Capital	301	4124					
524	6400	MACHINERY & EQUIPMENT	0	0	0	0	22,000
		Subtotal	0	0	0	0	22,000
BUILDING & ZONING		Total	0	0	0	0	22,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

CAPITAL PROJECTS

			FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
ROADS & STREETS							
3 Capital	301	4141					
541	6300	INFRASTRUCTURE	0	0	62,000	62,000	70,000
541	6400	MACHINERY & EQUIPMENT	0	0	19,200	19,200	0
		Subtotal	0	0	81,200	81,200	70,000
ROADS & STREETS		Total	0	0	81,200	81,200	70,000
PUBLIC WORKS ADMIN							
3 Capital	301	4150					
519	6400	MACHINERY & EQUIPMENT	0	0	14,500	14,500	0
		Subtotal	0	0	14,500	14,500	0
PUBLIC WORKS ADMIN		Total	0	0	14,500	14,500	0
PUBLIC WORKS/FLEET							
3 Capital	301	4160					
519	6400	MACHINERY & EQUIPMENT	0	0	67,700	71,200	146,000
		Subtotal	0	0	67,700	71,200	146,000
PUBLIC WORKS/FLEET		Total	0	0	67,700	71,200	146,000
BLDG & GROUNDS/FACILITIES							
3 Capital	301	4172					
572	6200	BUILDINGS	0	0	445,000	498,800	378,000
572	6300	INFRASTRUCTURE	0	0	0	75,100	265,000
572	6400	MACHINERY & EQUIPMENT	0	0	25,000	78,400	0
572	6500	CONSTRUCTION IN PROGRESS	0	0	681,000	681,000	816,700
		Subtotal	0	0	1,151,000	1,333,300	1,459,700
BLDG & GROUNDS/FACILI		Total	0	0	1,151,000	1,333,300	1,459,700
INTERFUND TRANSFERS							
4 Debt Svc/	301	8110					
581	9101	TRANSFER TO GENERAL FUND	0	0	0	6,000	0
		Subtotal	0	0	0	6,000	0
INTERFUND TRANSFERS		Total	0	0	0	6,000	0
FUND TOTALS			0	0	1,909,600	2,097,900	2,584,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

301	1301	513	6400	MACHINERY & EQUIPMENT	500,000
ENTERPRISE SOFTWARE REPLACEMENT					500,000
TOTAL FOR DEPT: 1301					500,000

BUDGET FY 2017-18

EXPENSES (Detail)

301 1306 516 6400	MACHINERY & EQUIPMENT	55,000
	PD LAPTOP REPLACEMENT	55,000
TOTAL FOR DEPT:	1306	55,000

BUDGET FY 2017-18

EXPENSES (Detail)

301 1901 519 6400	MACHINERY & EQUIPMENT	190,100
	VEHICLE REPLACEMENT PROGRAM	120,000
	RADIO REPLACEMENT PROGRAM FOR P25 COMPLIANCE/3YRS	70,100
TOTAL FOR DEPT:	1901	190,100

BUDGET FY 2017-18					EXPENSES (Detail)
301	2110	521	6400	MACHINERY & EQUIPMENT	115,700
				(3) POLICE INTERCEPTORS AT \$37,500 EACH	112,500
				IN CAR RADAR (2)	3,200
TOTAL FOR DEPT: 2110					115,700

BUDGET FY 2017-18

EXPENSES (Detail)

301 2210 522 6200	BUILDINGS	26,000
HURRICANE RATED BAY DOORS (CONDITIONED UPON GRANT)		26,000
TOTAL FOR DEPT:	2210	26,000

BUDGET FY 2017-18

EXPENSES (Detail)

301 4124 524 6400	MACHINERY & EQUIPMENT	22,000
	EXTENDED CAB PICKUP FOR BUILDING AND ZONING	22,000
TOTAL FOR DEPT:	4124	22,000

BUDGET FY 2017-18

EXPENSES (Detail)

301 4141 541 6300	INFRASTRUCTURE		70,000
	FLOMICH ST SIDEWALK CONSTRUCTION EST 10% TPO MATCH	50,000	
	FLASHING SPEED SIGNS ON RIVERSIDE DRIVE (2)	10,000	
	CENTER AV SIDEWALK (NORTH) STUDY EST 10% TPO MATCH	5,000	
	CENTER AV SIDEWALK (SOUTH) STUDY EST 10% TPO MATCH	5,000	
TOTAL FOR DEPT:	4141		70,000

BUDGET FY 2017-18

EXPENSES (Detail)

301 4160 519 6400	MACHINERY & EQUIPMENT		146,000
	47 FOOT BUCKET TRUCK REPLACEMENT FOR PW#938	135,000	
	DUMP TRAILER REPLACEMENT FOR #998	7,500	
	EQUIPMENT TRAILER FOR GROUNDS CREW	3,500	
TOTAL FOR DEPT:	4160		146,000

BUDGET FY 2017-18

EXPENSES (Detail)

301 4172 572 6200	BUILDINGS		378,000
ROSS POINT IMPROVEMENTS (RESTROOM BLDG) CO		115,000	
REPLACEMENT OF SMALL EQUIP SHOP/WW STORAGE BLDG CO		75,000	
RE-ROOFING OF N & S PARK BLDG AT HOLLYLAND CO		69,000	
RE-ROOF OF MCC1		57,000	
RE-ROOF OF NORTH FLEET SHOP		29,000	
REPLACE (2) PICNIC PAVILIONS AT CENTENNIAL		23,000	
AIR CONDITIONING REPLACEMENTS-ANNUAL		10,000	
301 4172 572 6300	INFRASTRUCTURE		265,000
RIVERSIDE DRIVE CANAL PEDESTRIAN BRIDGE		220,000	
SUNRISE PARK CONNECTING NATURE WALKWAY		30,000	
ROSS POINT IMPROVEMENTS - FENCING AT PLAYGROUND		15,000	
301 4172 572 6500	CONSTRUCTION IN PROGRESS		816,700
SUNRISE PARK SOUTH IMPROVEMENTS CONSTRUCTION		650,000	
SUNRISE PARK SOUTH IMPROVEMENTS CITY MATCH		150,000	
SUNRISE PARK SOUTH IMPROVEMENTS GRANT ADMIN		16,700	
TOTAL FOR DEPT: 4172			1,459,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

WATER & SEWER FUND				FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CHARGES FOR SERVICES								
400	0000	343	3000 WATER UTILITY	7,151	7,376	2,567,000	2,567,000	2,567,000
	0000		3001 INSIDE, APARTMENT	288,446	312,908	0	0	0
	0000		3002 INSIDE, COMMERCIAL	479,977	487,579	0	0	0
	0000		3003 INSIDE, CHURCH	7,878	6,843	0	0	0
	0000		3004 INSIDE, GOVERNMENT	24,871	28,616	0	0	0
	0000		3005 INSIDE, MULTI-FAMILY	240,283	280,519	0	0	0
	0000		3006 INSIDE, MOBILE HOME	110,014	123,529	0	0	0
	0000		3007 INSIDE, RESIDENTIAL	1,098,490	1,137,782	0	0	0
	0000		3008 INSIDE, RESIDENT-COMMERCL	16,242	15,632	0	0	0
	0000		3012 OUTSIDE, COMMERCIAL	2,565	4,519	0	0	0
	0000		3017 OUTSIDE, RESIDENTIAL	38,572	39,607	0	0	0
	0000		3022 IRRIG, INSIDE, COMMERCIAL	95,306	101,795	0	0	0
	0000		3024 IRRIG, INSIDE, GOVERNMENT	12,932	20,044	0	0	0
	0000		3027 IRRIG,INSIDE, RESIDENTIAL	641	645	0	0	0
	0000		3028 IRRIG,INSIDE,RESID-COMMER	227	175	0	0	0
	0000		3092 WATER METER CONNECTION	1,580	6,843	0	0	0
	0000		3093 WATER SERVICE CHARGES	13,371	14,474	0	0	0
	0000		3094 WATER CUT-OFF CHARGES	38,425	40,500	0	0	0
	0000		3095 WATER HYDRANT RENTAL	14,310	14,382	0	0	0
	0000		5000 SEWER/WASTEWATER UTILITY	0	0	2,683,300	2,683,300	2,683,300
	0000		5050 SEWER, INSIDE	134,878	77,270	0	0	0
	0000		5051 SEWER, INSIDE, APARTMENT	326,429	354,796	0	0	0
	0000		5052 SEWER, INSIDE, COMMERCIAL	430,882	457,681	0	0	0
	0000		5053 SEWER, INSIDE, CHURCH	8,762	7,608	0	0	0
	0000		5054 SEWER, INSIDE, GOVERNMENT	25,912	29,675	0	0	0
	0000		5055 SEWER,INSIDE,MULTI-FAMILY	275,022	321,586	0	0	0
	0000		5056 SEWER,INSIDE, MOBILE HOME	125,718	139,334	0	0	0
	0000		5057 SEWER,INSIDE, RESIDENTIAL	1,237,513	1,280,721	0	0	0
	0000		5058 SEWER,INSIDE,RESID-COMMER	16,640	16,949	0	0	0
	0000		5062 SEWER,OUTSIDE, COMMERCIA	2,077	4,095	0	0	0
	0000		5067 SEWER,OUTSIDE,RESIDENTIAL	41,836	43,103	0	0	0
	0000		5072 SEWER, REUSE, COMMERCIAL	3,600	3,600	0	0	0
	0000		5097 SEWER CONNECTION	0	600	0	0	0
	0000		9020 BPA TESTING/MTCE PROGRAM	-84	102	0	0	0
				5,120,466	5,380,888	5,250,300	5,250,300	5,250,300
INTEREST EARNINGS								
400	0000	361	1000 INVESTMENTS	2,878	3,397	800	800	800
	0000		1500 STI - SUNTRUST INVESTMENT	3	0	0	0	0
				2,881	3,397	800	800	800

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

T-MOBILE COMMUNICATIONS LEASE

400 0000 362 2110 T-MOBILE	15,209	15,209	15,200	15,200	15,200
0000 2120 SPRINT PCS	15,209	15,209	15,200	15,200	15,200
	30,418	30,418	30,400	30,400	30,400

SALES & COMPENSATION/LOSS OF FIXED ASSETS

400 0000 364 4100 SALE OF FIXED ASSETS	0	-849	0	0	0
	0	-849	0	0	0

OTHER MISCELLANEOUS REVENUES

400 0000 365 1000 SURPLUS MATLS/SCRAP SALES	527	0	0	0	0
	527	0	0	0	0

OTHER MISCELLANEOUS REVENUES

400 0000 369 3030 INSURANCE	0	2,973	0	0	0
0000 7000 PENALTY REVENUES	186,697	203,024	195,000	195,000	195,000
0000 9000 MISC REVENUES	7,863	7,575	8,000	8,000	8,000
	194,560	213,572	203,000	203,000	203,000

APPROPRIATIONS

400 0000 380 1000 APPROPRIATED FUND BAL	0	0	468,400	504,400	1,400
	0	0	468,400	504,400	1,400

TRANSFERS FROM DEBT SERVICE

400 0000 381 3000 TRANS FRM DEBT SERVICE	1,351,764	1,381,518	0	0	0
0000 4000 TRANSFER FROM R&R CAP PRJ	519,978	30,178	0	145,000	297,800
0000 7700 TRANSF FROM W&S R&R	887,010	1,270,234	586,900	586,900	586,900
0000 8800 TFR FRM WTR MTR CONSTR FD	53,432	0	0	0	0
	2,812,184	2,681,930	586,900	731,900	884,700

OTHER GRANTS & DONATIONS

400 0000 389 4000 OTHER GRANTS & DONATIONS	0	25	0	0	0
	0	25	0	0	0

WATER & SEWER FUND	8,161,036	8,309,381	6,539,800	6,720,800	6,370,600
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Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

WATER & SEWER FUND

			FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
WATER UTILITY							
1 Personnel	400	3010					
533	1100	EXECUTIVE SALARIES	13,745	16,524	17,000	17,000	17,400
533	1200	REGULAR SALARIES & WAGE	378,548	433,992	528,700	528,700	525,200
533	1300	OTHER SALARIES & WAGES	25,072	23,536	0	0	0
533	1400	OVERTIME	21,978	24,635	26,000	26,000	24,300
533	2100	FICA/MEDICARE TAXES	33,426	36,311	44,000	44,000	43,700
533	2200	RETIREMENT CONTRIBUTION	48,275	87,145	42,800	42,800	44,700
533	2300	LIFE & HEALTH INSURANCE	67,353	88,489	116,500	116,500	127,900
533	2400	WORKERS COMP INSURANCE	17,315	12,243	16,600	16,600	16,500
533	2500	UNEMPLOYMENT COMP	3,016	575	0	0	0
Subtotal			608,728	723,450	791,600	791,600	799,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

WATER & SEWER FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
WATER UTILITY						
2 Operating	400 3010					
533	3101 PROFESSIONAL SERVICES	25,226	23,967	49,700	49,700	49,700
533	3150 LEGAL.OFFICIAL ADVERTISNG	1,050	1,327	0	0	3,100
533	3400 OTHER SERVICES	63,777	96,792	102,600	102,600	108,400
533	4001 REGULAR TRAVEL	795	1,664	1,600	1,600	1,600
533	4100 COMMUNICATION SERVICES	2,310	2,101	2,700	2,700	2,500
533	4200 POSTAGE, FRT, EXPRESS	2,608	2,213	4,000	4,000	2,500
533	4301 UTILITY SERVICES	145,835	136,073	165,000	165,000	165,000
533	4400 RENTALS & LEASES	2,017	1,008	4,600	4,600	4,600
533	4500 INSURANCE/NON-EMPLOYEE	25,986	24,316	27,200	27,200	27,500
533	4601 REPAIRS & MAINTENANCE	88,216	61,595	146,400	166,400	145,700
533	4611 MAINTENANCE CONTRACTS	38,548	13,714	13,900	13,900	15,100
533	4650 VEHICLE REPAIRS	2,739	3,602	18,000	18,000	18,000
533	4663 REPAIR/MAINT CAPITAL-LIKE	0	0	0	0	4,000
533	4700 PRINTING & BINDING	1,020	1,364	3,500	3,500	3,000
533	4901 MISC EXPENSE	0	874	0	0	0
533	4910 OTHER SPECIAL COSTS	1,202	1,389	2,000	2,000	2,000
533	4959 BAD DEBT EXPENSE	4,332	11,750	15,000	15,000	15,000
533	5100 OFFICE SUPPLIES	1,391	652	2,000	2,000	2,000
533	5201 OPERATING SUPPLIES	103,734	125,577	187,200	187,200	190,700
533	5202 SOFTWARE/COMPUTER SUPPLIE	375	0	0	0	0
533	5204 SMALL TOOLS & EQUIPMENT	324	469	2,000	200	0
533	5219 UNIFORM EXPENSE	2,328	2,459	3,100	3,100	3,100
533	5250 FUEL & OIL SUPPLIES	12,144	12,141	20,000	20,000	20,600
533	5400 BOOKS/PUBL/SUBSCR/MEMBERS	1,644	1,086	2,500	2,500	1,800
533	5501 TRAINING & EDUCATION COST	1,247	1,548	5,100	5,100	5,100
	Subtotal	528,848	527,681	778,100	796,300	791,000
WATER UTILITY	Total	1,137,576	1,251,131	1,569,700	1,587,900	1,590,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18 EXPENSES (Detail)

400 3010 533 1100	EXECUTIVE SALARIES	17,400
EXECUTIVE SALARIES	17,400	
A PUBLIC WORKS DIRECTOR 20%		
400 3010 533 1200	REGULAR SALARIES & WAGE	525,200
REGULAR SALARIES	525,200	
A DEPUTY PUBLIC WORKS DIRECTOR 30%		
B ADMINISTRATIVE ASSISTANT 30%		
C CHIEF PLANT OPERATOR (1)		
D WATER DISTRIBUTION SYSTEM OPERATOR (2)		
E UTILITY MAINTENANCE WORKER (2)		
F UTILITIES MECHANIC (1)		
G WATER PLANT OPERATOR I (4)		
H WATER PLANT OPERATOR II (1)		
I WATER PLANT OPERATOR III (2)		
J MECHANIC 33%		
400 3010 533 1400	OVERTIME	24,300
OVERTIME	24,300	
400 3010 533 2100	FICA/MEDICARE TAXES	43,700
FICA AND MEDICARE	43,700	
400 3010 533 2200	RETIREMENT CONTRIBUTION	44,700
RETIREMENT CONTRIBUTIONS	44,700	
400 3010 533 2300	LIFE & HEALTH INSURANCE	127,900
MEDICAL AND LIFE INSURANCE	127,900	
400 3010 533 2400	WORKERS COMP INSURANCE	16,500
WORKERS COMPENSATION INSURANCE	16,500	
400 3010 533 3101	PROFESSIONAL SERVICES	49,700
LAB ANALYSES & MONITORING	17,200	
OPERATIONAL LICENSING & CERTIFICATIONS	12,900	
CERT & EQUIP SERVICES SULFUR & CHLORINE @ 50%WA/WW	8,800	
LAB LICENSING & CERTIFICATION @ 50% WA/WW	5,000	
MISC ENGINEERING SERVICES	5,000	
LEAD COPPER ANALYSIS	800	
400 3010 533 3150	LEGAL/OFFICIAL ADVERTISING	3,100
NEWS JOURNAL ADVERTISING	3,100	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400 3010 533 3400	OTHER SERVICES	108,400
SLUDGE CONTRACT - 50%	66,500	
HTE/SUNGUARD ANNUAL MAINTENANCE	31,700	
ORION GATEWAY BACKHAUL CHARGES - MONTHLY @ \$280	3,400	
ORION LAPTOP KIT SOFTWARE SUPPORT - MONTHLY @ \$240	2,900	
READ CENTER ANALYTICS SOFTWARE MAINT-MONTHLY@\$230	2,800	
COLLECTION FEES (SPLIT WATER/SEWER/SOLID WASTE)	1,100	
XC2 S/W(BACKFLOW PREVENTION)MTCE-3 YR DUE'18-19		
400 3010 533 4001	REGULAR TRAVEL	1,600
MEAL ALLOWANCE; LODGING; MILEAGE	1,000	
FWPCOA LODGING, PER DIEM	600	
400 3010 533 4100	COMMUNICATION SERVICES	2,500
PHONE & INTERNET SERVICE (ESTIMATED ANNUAL)	1,200	
CELL PHONE ALLOWANCE - 1 @ \$600	600	
CELL PHONE ALLOWANCE - 1 @ \$600 X 20% = \$120	200	
CELL PHONE ALLOWANCE - 1 @ \$600 X 30% = \$180	200	
ON CALL CELL PHONE ALLOWANCE - \$600 X 33%	200	
PLANT ON DUTY CELL PHONE - \$200 X 50% = 100	100	
400 3010 533 4200	POSTAGE, FRT, EXPRESS	2,500
POSTAGE; FREIGHT; EXPRESS; FUEL SURCHARGE	2,000	
MAILING OF ANNUAL CCR REPORT	500	
400 3010 533 4301	UTILITY SERVICES	165,000
ELECTRICITY, GAS, WATER	165,000	
400 3010 533 4400	RENTALS & LEASES	4,600
MISC EQUIPMENT RENTALS	2,000	
PW PLOTTER PRINTER LEASE - \$5,412 X 33% = \$1,804	1,900	
PW COPIER LEASE @ 25%	700	
400 3010 533 4500	INSURANCE/NON-EMPLOYEE	27,500
NON-EMPLOYEE INSURANCE	26,000	
STORAGE TANK INSURANCE	1,500	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400 3010 533 4601	REPAIRS & MAINTENANCE	145,700
	DISTRIBUTION SYSTEM MAINTENANCE (MAINS, VALVES, HYD)	40,000
	SCADA SYSTEM MAINTENANCE	25,000
	WATER PLANT & WELLS ELECTRICAL REPAIRS	15,000
	WATER PLANT & WELLS PUMP MAINTENANCE	15,000
	LIME SOFTENER CLEANING - 2/YR @ \$5000 EACH	10,000
	OTHER MISC PLANT EQUIPMENT REPAIRS	10,000
	WATER PLANT & WELLS GENERAL REPAIRS	8,500
	BACKFLOW PREVENTER MAINTENANCE (CITY OWNED)	6,600
	WATER TREATMENT & CONTROLS ANNUAL - \$11,500 @ 50%	5,800
	PIPE PRESERVATION PAINTING PROGRAM	3,700
	FEC BLANKET UTILITY CROSSING FEES	3,500
	RADIO REPAIRS FOR ALL WATER RADIOS (ESTIMATED)	1,000
	REHAB TP AERATOR TRAYS	700
	TRIMBLE RANGER CE SERVICE RENEWAL (1/31-1/30)	600
	WATER METER TESTER CALIBRATION	200
	AMMONIA STORAGE TANK REGISTRATION	100
400 3010 533 4611	MAINTENANCE CONTRACTS	15,100
	ELEVATED STORAGE TANK MAINT CONTRACT	12,200
	RADIO SYSTEM MAINTENANCE (ALL WATER RADIOS)	1,700
	PW PLOTTER PRINTER MAINT - \$2028 X 33% = \$676	700
	PW COPIER MAINTENANCE/FEES	500
400 3010 533 4650	VEHICLE REPAIRS	18,000
	MISC WATER VEHICLE/GENERATOR MAINTENANCE	18,000
400 3010 533 4663	REPAIR/MAINT CAPITAL-LIKE	4,000
	REPLACE WTR PLANT FIXTURES, URINALS, TOILETS, SINK	4,000
400 3010 533 4700	PRINTING & BINDING	3,000
	CUSTOMER NOTICE DOOR KNOCKERS	1,500
	ANNUAL CCR REPORT	500
	FREE CHLORINE BURN NOTICE	500
	WATER CONSERVATION NOTICE	500
400 3010 533 4910	OTHER SPECIAL COSTS	2,000
	UTILITY BILLING CUSTOMER DEPOSIT INTEREST EXPENSE	2,000
400 3010 533 4959	BAD DEBT EXPENSE	15,000
	ALLOWANCE FOR UNCOLLECTIBLE ACCTS FOR UB >90 DAYS	15,000
400 3010 533 5100	OFFICE SUPPLIES	2,000
	PAPER, ENVELOPES, ETC	1,500
	PW PLOTTER SUPPLIES (EST) \$1473.83 X 33% = \$491.27	500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400 3010 533 5201	OPERATING SUPPLIES	190,700
	WATER TREATMENT PLANT CHEMICALS	120,000
	WATER DISTRIBUTION PARTS,FITTINGS,VALVES, ETC	30,000
	WATER METER BOXES, TRANSPONDERS, PARTS, ETC	20,000
	BUILDING MATERIAL FOR REPAIRS	8,000
	LAB SUPPLIES	6,700
	WTP INSTITUTIONAL SUPPLIES: LIGHTS,SOAPS,MOPS, ETC	5,000
	OTHER MISC SAFETY GEAR, RAIN GEAR, TOOLS, ETC	1,000
	AQUA GOLD	
	FLUORIDE	
	HIGH CALCIUM QUICKLIME	
	LIQUID ANHYDROUS AMMONIA	
	LIQUID CARBON DIOXIDE	
	LIQUID CHLORINE - \$24,000/YEAR @ 50%	
	POLYMER	
400 3010 533 5219	UNIFORM EXPENSE	3,100
	UNIFORMS - \$200 EST EXP X 12 EMPLOYEES	2,400
	UNIFORM REPAIRS (ESTIMATED)	200
	CLOTHING ALLOWANCE - 1 @ \$100 X 30%	100
	CLOTHING ALLOWANCE - 2 @ \$200 X 20%	100
	TOOL ALLOWANCE - 1 @ \$200 X 33%	100
	UNIFORMS - \$130 EST EXP X 1 EMPLOYEE X 30%	100
	UNIFORMS - \$250 EST EXP X 1 EMPLOYEE X 33%	100
400 3010 533 5250	FUEL & OIL SUPPLIES	20,600
	ALL WATER VEHICLES (INCL UB, PLANT GENERATOR)	20,600
400 3010 533 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,800
	FLORIDA RURAL WATER ASSOC MEMBERSHIP (FRWA)	600
	EVRWA MEMBERSHIP DUES (1/3 OF \$1,330)	500
	SUNSHINE STATE ONE CALL (1/3 OF EST \$1,200)	400
	FW@PCOA MEMBERSHIP (9@\$30)	300
	FDEP PLANT/DISTB OPERATOR LICENSES BIENNIAL	
400 3010 533 5501	TRAINING & EDUCATION COST	5,100
	DISTRIBUTION CERT & CEU PROGRAMS (4 OPERATORS)	1,200
	LOCAL TRAINING FOR CEU'S	1,200
	MOT CERTIFICATIONS (3 @ \$400)	1,200
	PLANT OPERATOR CERT CEU PROGRAMS (6 OPERATORS)	1,200
	REGISTRATION FOR FWPCOA CONFERENCE	300
TOTAL FOR DEPT: 3010		1,590,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

WATER & SEWER FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
SEWER SERVICES						
1 Personnel	400 3020					
535	1100 EXECUTIVE SALARIES	13,745	16,524	17,000	17,000	17,400
535	1200 REGULAR SALARIES & WAGE	450,332	507,219	508,000	508,000	525,200
535	1300 OTHER SALARIES & WAGES	13	0	0	0	0
535	1400 OVERTIME	34,671	35,285	37,000	37,000	37,800
535	2100 FICA/MEDICARE TAXES	37,092	37,623	43,300	43,300	43,700
535	2200 RETIREMENT CONTRIBUTION	53,861	95,496	42,000	42,000	44,600
535	2300 LIFE & HEALTH INSURANCE	86,543	96,743	100,200	100,200	110,000
535	2400 WORKERS COMP INSURANCE	12,100	9,460	12,400	12,400	12,500
535	2500 UNEMPLOYMENT COMP	3,522	682	0	0	0
	Subtotal	691,879	799,032	759,900	759,900	791,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

WATER & SEWER FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
SEWER SERVICES						
2 Operating	400 3020					
535	3101 PROFESSIONAL SERVICES	28,691	48,660	89,200	89,200	180,700
535	3150 LEGAL/OFFICIAL ADVERTISNG	871	932	0	0	1,800
535	3400 OTHER SERVICES	58,486	84,620	88,600	88,600	92,600
535	4001 REGULAR TRAVEL	0	60	1,500	1,500	1,800
535	4100 COMMUNICATION SERVICES	5,687	5,990	3,500	3,500	3,300
535	4200 POSTAGE, FRT, EXPRESS	1,680	66	3,000	3,000	3,000
535	4301 UTILITY SERVICES	138,578	122,798	140,000	140,000	140,000
535	4400 RENTALS & LEASES	949	592	4,600	4,600	4,600
535	4500 INSURANCE/NON-EMPLOYEE	27,174	23,214	26,000	26,000	26,000
535	4601 REPAIRS & MAINTENANCE	126,518	170,852	216,900	236,500	325,500
535	4611 MAINTENANCE CONTRACTS	5,413	1,346	2,600	2,600	2,600
535	4650 VEHICLE REPAIRS	5,926	9,713	16,500	16,500	18,300
535	4663 REPAIR/MAINT CAPITAL-LIKE	0	0	202,000	327,000	138,900
535	4700 PRINTING & BINDING	380	194	500	500	500
535	4910 OTHER SPECIAL COSTS	0	0	0	8,000	0
535	4959 BAD DEBT EXPENSE	4,332	11,750	12,000	12,000	12,000
535	5100 OFFICE SUPPLIES	666	370	1,500	1,500	1,500
535	5201 OPERATING SUPPLIES	111,196	138,542	193,100	193,100	275,400
535	5202 COMPUTERS	375	0	1,000	1,000	0
535	5204 SMALL TOOLS & EQUIPMENT	1,651	1,899	4,500	4,500	4,500
535	5219 UNIFORM EXPENSE	2,426	1,659	2,900	2,900	2,900
535	5250 FUEL & OIL SUPPLIES	12,599	12,054	18,000	18,000	18,600
535	5264 MACH/EQUIP CAPITAL-LIKE	0	0	40,200	40,200	20,200
535	5400 BOOKS/PUBL/SUBSCR/MEMBERS	1,033	586	2,100	2,100	1,400
535	5501 TRAINING & EDUCATION COST	496	193	4,000	4,000	5,000
	Subtotal	535,127	636,090	1,074,200	1,226,800	1,281,100
SEWER SERVICES	Total	1,227,006	1,435,122	1,834,100	1,986,700	2,072,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400	3020	535	1100	EXECUTIVE SALARIES	17,400
				EXECUTIVE SALARIES	17,400
				A PUBLIC WORKS DIRECTOR 20%	
400	3020	535	1200	REGULAR SALARIES & WAGE	525,200
				REGULAR SALARIES	525,200
				A DEPUTY PUBLIC WORKS DIRECTOR 30%	
				B ADMINISTRATIVE ASSISTANT 30%	
				C CHIEF WASTERWATER PLANT OPERATOR (1)	
				D SLUDGE BELT PRESS OPERATOR (1)	
				E UTILITES MAINTENANCE WORKER (3)	
				F WASTEWATER PLANT OPERATOR I (4)	
				G WASTEWATER PLANT OPERATOR II (2)	
				H MECHANIC 33%	
400	3020	535	1400	OVERTIME	37,800
				OVERTIME	37,800
400	3020	535	2100	FICA/MEDICARE TAXES	43,700
				FICA AND MEDICARE	43,700
400	3020	535	2200	RETIREMENT CONTRIBUTION	44,600
				RETIREMENT CONTRIBUTIONS	44,600
400	3020	535	2300	LIFE & HEALTH INSURANCE	110,000
				MEDICAL AND LIFE INSURANCE	110,000
400	3020	535	2400	WORKERS COMP INSURANCE	12,500
				WORKERS COMPENSATION INSURANCE	12,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400 3020 535 3101	PROFESSIONAL SERVICES	180,700
INDUSTRIAL PRETREATMENT PROGRAM MANAGEMENT	60,000	
OPERATIONAL LICENSING & CERTIFICATIONS	33,500	
INDUSTRIAL PRETREATMENT PROGRAM SETUP	25,000	
BIO-ASSAY	10,000	
EXPANDED/MISCELLANEOUS TESTING REQUIREMENTS	8,000	
NPDES WW ANNUAL REGULATORY PROGRAM FEE	6,500	
SLUDGE ANALYSIS	5,400	
LAB LICENSING AND CERTIFICATION - \$10100 @ 50%	5,100	
MISC ENGINEERING ASSISTANCE	5,000	
WEEKLY ANALYSIS & MONITORING	4,500	
ZINC & NICKEL TESTING (WEEKLY PER PERMIT)	4,500	
CERT & EQUIP LAB CALIBRATIONS - \$6500 @ 50%	3,300	
PRIORITY POLLUTANT	3,000	
RECLAIMED WATER ANALYSIS/EFFLUENT WATER ANALYSIS	2,200	
CRYPTOSPORIDIUM/GIARDIA (EVEN YEARS ONLY)	1,500	
CONTINUOUS METER CALIBRATIONS	1,200	
WELL MONITORING	900	
ANNUAL HOIST INSPECTION & CERT - \$1000 @ 50%	500	
METTLER BALANCE CERTIFICATION	500	
RISK MGMT PLAN REGISTRATION - \$200 @ 50%	100	
400 3020 535 3150	LEGAL/OFFICIAL ADVERTISING	1,800
NEWS JOURNAL ADVERTISING AND COURT RECORDING FEES	1,800	
400 3020 535 3400	OTHER SERVICES	92,600
SLUDGE CONTRACT - 50%	66,500	
SMOKE TESTING (LS #7,#10, #12, #15, #16, #21)	25,000	
COLLECTION FEES (ESTIMATED) - \$3300 @ 33%	1,100	
400 3020 535 4001	REGULAR TRAVEL	1,800
MEAL ALLOWANCE; LODGING; MILEAGE	1,000	
FWRC CONFERENCE (ESTIMATED)	800	
400 3020 535 4100	COMMUNICATION SERVICES	3,300
PHONE & INTERNET SERVICE - EST \$2000 YEARLY	2,000	
CELL PHONE ALLOWANCE - 1 @ \$600	600	
CELL PHONE ALLOWANCE - 1 @ \$600 X 20% = \$120	200	
CELL PHONE ALLOWANCE - 1 @ \$600 X 30% = \$180	200	
ON CALL CELL PHONE ALLOWANCE - \$600 @ 33% = \$200	200	
PLANT ON DUTY CELL PHONE - \$200 @ 50%	100	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400 3020 535 4200	POSTAGE, FRT, EXPRESS	3,000
	POSTAGE; FREIGHT; EXPRESS; FUEL SURCHARGE	3,000
400 3020 535 4301	UTILITY SERVICES	140,000
	ELECTRICITY, GAS, WATER	140,000
400 3020 535 4400	RENTALS & LEASES	4,600
	MISCELLANEOUS EQUIPMENT RENTALS	2,000
	PW PLOTTER PRINTER LEASE - \$5412 X 33% = \$1,804	1,900
	PUBLIC WORKS COPIER LEASE @ 25%	700
400 3020 535 4500	INSURANCE/NON-EMPLOYEE	26,000
	NON-EMPLOYEE INSURANCE	26,000
400 3020 535 4601	REPAIRS & MAINTENANCE	325,500
	LIFT STATION GENERAL MAINTENANCE & REPAIRS	50,000
	SEWER MAINS, MANHOLES, CLEANOUTS, LATERALS, ETC	50,000
	RECYCLE PUMP IMPELLERS (1 CCW AND 1 CW ROTATION)	28,000
	ELECTRICAL REPAIRS	20,000
	OTHER MISCELLANEOUS FACILITY EQUIPMENT REPAIRS	20,000
	BEARING FOR BTU#1 AND BTU#2	15,000
	OTHER MISCELLANEOUS REPAIRS	15,000
	OTHER MISCELLEANEOUS PUMP REPAIR	15,000
	SERVICE TO TRANSFER PUMPS - 2 @ \$7000	14,000
	REPLACEMENT PARTS FOR VULCAN STEP SCREENS	12,000
	SCADA SYSTEM MAINTENANCE	10,000
	RECYCLE PUMP (2 DEZ 14" FLANGED PLUG VALVES)	9,000
	SERVICE FOR DISK FILTERS	9,000
	INSTRUMENTATION MAINTENANCE	8,000
	DISC FLOW IMPELLER FOR SLUDGE PUMP IN SOLIDS BLDG	6,500
	GENERAL REPAIRS (PAINT, PARTS, ETC)	6,500
	SCADA SYSTEM REPAIR PARTS	6,000
	WATER TREATMENT & CONTROLS ANNUAL - \$11500 @ 50%	6,000
	REMOTE CONTROLLER FOR CRANE ON SEWER UTILITY TRUCK	5,500
	REPAIR TO THE ARIES SEEKER LATERAL CAMERA	5,500
	PRESSURE REDUCING VALVE FOR RECLAIMED PUMPING SYS	5,000
	FEC ANNUAL BLANKET UTILITY CROSSING	3,200
	REPLACEMENT PARTS FOR CHEMICAL FEED PUMPS	3,000
	HACH INFLUENT, EFFLUENT & BIO ASSAY SAMPLERS	2,300
	RADIO REPAIR FOR ALL WW RADIOS (EST 9)	1,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18 EXPENSES (Detail)

400 3020 535 4611	MAINTENANCE CONTRACTS		2,600
	ANNUAL RADIO SYSTEM MAINTENANCE	1,000	
	COPIER & PRINTER MAINTENANCE CONTRACTS/COPY FEES	900	
	PW PLOTTER PRINTER MAINT - \$2028 X 33% = \$676	700	
400 3020 535 4650	VEHICLE REPAIRS		18,300
	ALL WASTEWATER DEPT VEHICLES INCLUDING GENERATORS	8,000	
	GENERATOR ESTIMATE \$12,000/YR @ 50%	6,000	
	GENERATOR ELECTRICAL REPAIRS @ \$5,000/YR @ 50%	2,500	
	LOAD BANK TWO WASTE WATER GENERATORS	1,800	
400 3020 535 4663	REPAIR/MAINT CAPITAL-LIKE		138,900
	BTU CLEANING	40,000	
	EFFLUENT PUMP X 3 PROJ COMPLETION CO	30,400	
	LS #19 VALVE BOX PIPING REPLACEMENT	20,000	
	LS #20 VALVE BOX PIPING REPLACEMENT	15,000	
	LS #21 VALVE BOX PIPING REPLACEMENT	15,000	
	LS #24 VALVE BOX PIPING REPLACEMENT	10,000	
	REPAIR AND PARTS FOR THICKENER AT WTP	6,000	
	SC200 HACH CONTROLLER REPLCNG SC100-BTU SMART SYST	2,500	
400 3020 535 4700	PRINTING & BINDING		500
	MISCELLANEOUS PRINTING & BINDING (MAPS, ETC)	500	
400 3020 535 4959	BAD DEBT EXPENSE		12,000
	ALLOWANCE FOR UNCOLLECTIBLE ACCTS FOR UB >90 DAYS	12,000	
400 3020 535 5100	OFFICE SUPPLIES		1,500
	PAPER, ENVELOPES, BINDERS, ETC.	1,000	
	PW PLOTTER SUPPLIES (EST) \$1,473.83X33% = \$491.28	500	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400 3020 535 5201	OPERATING SUPPLIES	275,400
MICRO-C SEWER ADDITIVE	60,000	
SWR COLLECTIONS & LIFT STATION PARTS, SAFETY GEAR	40,000	
POLYMER (D.A.F. UNIT)	36,500	
LIQUID ALUMINUM SULFATE	33,000	
POLYMER (S.H.B. PRESSES)	26,200	
MISC LABORATORY SUPPLIES	15,000	
MISC WW TREATMENT PROCESS CONTROL SUPPLIES	15,000	
SULFUR DIOXIDE	15,000	
LIQUID CHLORINE - \$24,000/YEAR @ 50% = \$12,000	12,000	
BUILDING MATERIALS FOR PAINT, PLUMBING, ELECTRICAL	11,000	
FACILITY INSTITUTIONAL SUPPLIES (CLEANING, ETC)	5,000	
GRANULAR CHLORINE	3,500	
HARDY DIAGNOSTIC WATER	2,500	
DISTILLED WATER - \$1,300/YEAR @ 50% = \$650	700	
400 3020 535 5204	SMALL TOOLS & EQUIPMENT	4,500
REPLACEMENT TOOLS: HAND, POWER AND PNEUMATIC	4,500	
400 3020 535 5219	UNIFORM EXPENSE	2,900
UNIFORMS - \$200 EST EXP X 11 EMPLOYEES	2,200	
UNIFORM REPAIRS (ESTIMATED)	200	
CLOTHING ALLOWANCE - 1 @ \$100 X 30%	100	
CLOTHING ALLOWANCE - 2 @ \$600 X 20%	100	
TOOL ALLOWANCE - 1 @ \$200 X 33%	100	
UNIFORMS - \$130 EST EXP X 1 EMPLOYEE X 30%	100	
UNIFORMS - \$250 EST EXP X 1 EMPLOYEE X 33%	100	
400 3020 535 5250	FUEL & OIL SUPPLIES	18,600
WWTP VEHICLES (INCL LS, PORTABLE AND PW GENERATOR)	18,600	
400 3020 535 5264	MACH/EQUIP CAPITAL-LIKE	20,200
SPARE PUMP FOR LS #4	10,500	
SPARE PUMP FOR LS #16	9,700	
400 3020 535 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,400
EVRWA MEMBERSHIP DUES - \$1,330 X 33%	500	
PW & PCOA MEMBERSHIPS - 11 @ \$36	400	
SUNSHINE STATE ONE CALL MEMBERSHIP - \$1,200 X 33%	400	
FLORIDA INDUSTRIAL PRETREATMENT ASSOCIATION 2@\$40	100	
DBPR 2 YR OPERATOR CERTIFICATES		

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400	3020	535	5501	TRAINING & EDUCATION COST		5,000
				LOCAL TRAINING FOR CEU'S	2,500	
				OPERATOR CERTIFICATION PROGRAMS	2,500	
TOTAL FOR DEPT:				3020		2,072,300

BUDGET FY 2017-18

EXPENSES

WATER & SEWER FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	400 8110					
581	9101 TRANSFER TO GENERAL FUND	531,800	588,100	588,100	588,100	588,100
581	9110 TRANSFER TO REN & REPLACE	1,378,500	1,047,700	423,900	431,100	0
581	9120 TRANSFER TO DEBT SRVC FND	944,700	938,900	938,000	938,000	941,600
581	9122 TRANS TO SERIES 2005 DEBT	107,200	109,600	111,600	111,600	108,500
581	9150 TRANSFER TO STORMWATER	42,000	42,000	42,000	45,000	42,000
581	9180 TRSF TO SRL-#2001 / 2005	201,300	201,300	201,300	201,300	201,300
581	9185 TRSF TO SRL DEBT - #2007	329,300	329,300	329,300	329,300	329,300
581	9187 TSFR to 2011 W&S R&R LOAN	328,800	332,300	330,300	330,300	328,200
581	9188 TSFR TO 2013 WTR MTR BOND	172,200	170,800	171,500	171,500	168,600
	Subtotal	4,035,800	3,760,000	3,136,000	3,146,200	2,707,600
INTERFUND TRANSFERS	Total	4,035,800	3,760,000	3,136,000	3,146,200	2,707,600
FUND TOTALS		6,400,382	6,446,253	6,539,800	6,720,800	6,370,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

400 8110 581 9101	TRANSFER TO GENERAL FUND	588,100
	TRANSFER TO GF	588,100
400 8110 581 9120	TRANSFER TO DEBT SRVC FND	941,600
	TRANSFER TO DEBT SERVICE	941,600
400 8110 581 9122	TRANS TO SERIES 2005 DEBT	108,500
	TRANSFER TO DEBT SERVICE	108,500
400 8110 581 9150	TRANSFER TO STORMWATER	42,000
	TRANSFER TO STORMWATER	42,000
400 8110 581 9180	TRSF TO SRL-#2001 / 2005	201,300
	TRANSFER TO 472 2001WW SRF LOAN #70905P	160,500
	TRANSFER TO 472 DEBT SERVICE	40,800
400 8110 581 9185	TRSF TO SRL DEBT - #2007	329,300
	TRANSFER TO DEBT SERVICE	329,300
400 8110 581 9187	TSFR to 2011 W&S R&R LOAN	328,200
	TRANSFER TO DEBT SERVICE	328,200
400 8110 581 9188	TSFR TO 2013 WTR MTR BOND	168,600
	TRANSFER TO DEBT SERVICE	168,600
TOTAL FOR DEPT: 8110		2,707,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

REVENUES

PROPRIETARY R&R FUND				FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CHARGES FOR SERVICES								
407	0000	343	3101 INSIDE CITY LIMITS	289,377	291,995	290,500	290,500	290,500
	0000		3110 OUTSIDE CITY LIMITS	4,653	4,684	4,600	4,600	4,600
	0000		5150 INSIDE CITY LIMITS	289,584	292,812	291,200	291,200	291,200
	0000		5160 OUTSIDE CITY LIMITS	4,247	4,279	4,600	4,600	4,600
				587,861	593,770	590,900	590,900	590,900
INTEREST EARNINGS								
407	0000	361	1000 INVESTMENTS	284	8	0	0	0
				284	8	0	0	0
PROPRIETARY R&R FUND				588,145	593,778	590,900	590,900	590,900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

PROPRIETARY R&R FUND

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
WATER UTILITY						
2 Operating	407 3010					
533	3400 OTHER SERVICES	247	6	0	0	0
533	4959 BAD DEBT EXPENSE	-365	1,408	2,000	2,000	2,000
	Subtotal	-118	1,414	2,000	2,000	2,000
WATER UTILITY	Total	-118	1,414	2,000	2,000	2,000
SEWER SERVICES						
2 Operating	407 3020					
535	4959 BAD DEBT EXPENSE	-365	1,408	2,000	2,000	2,000
	Subtotal	-365	1,408	2,000	2,000	2,000
SEWER SERVICES	Total	-365	1,408	2,000	2,000	2,000
INTERFUND TRANSFERS						
4 Debt Svc/	407 8110					
581	9130 TRANSFER TO WATER & SEWER	867,400	748,500	586,900	586,900	586,900
	Subtotal	867,400	748,500	586,900	586,900	586,900
INTERFUND TRANSFERS	Total	867,400	748,500	586,900	586,900	586,900
FUND TOTALS		866,917	751,322	590,900	590,900	590,900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

407 3010 533 4959	BAD DEBT EXPENSE	2,000
	BAD DEBT EXPENSE	2,000
TOTAL FOR DEPT:	3010	2,000

BUDGET FY 2017-18

EXPENSES (Detail)

407 3020 535 4959	BAD DEBT EXPENSE	2,000
	BAD DEBT EXPENSE	2,000
TOTAL FOR DEPT:	3020	2,000

BUDGET FY 2017-18

EXPENSES (Detail)

407 8110 581 9130	TRANSFER TO WATER & SEWER	586,900
	TRANSFER TO WATER AND SEWER - 477/478 DEBT SERVICE	496,800
	TRANSFER TO WATER AND SEWER FOR CAPITAL OUTLAY	90,100
TOTAL FOR DEPT:	8110	586,900

BUDGET FY 2017-18

REVENUES

STORMWATER FUND				FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
CHARGES FOR SERVICES								
460	0000	343	9080 NON AD-VALOREM STORMWA	760,058	887,369	920,500	920,500	920,500
	0000		9081 STORMWATER, APARTMENT	16,196	18,895	0	0	0
	0000		9082 STORMWATER, COMMERCIAL	18,403	21,470	0	0	0
	0000		9085 STORMWATER, MULTI-FAMILY	5,638	16,776	0	0	0
	0000		9089 DELINQ NON AD-VAL STRMWT	1,583	1,185	0	0	0
				801,878	945,695	920,500	920,500	920,500
INTEREST EARNINGS								
460	0000	361	1000 INVESTMENTS	2,071	1,521	0	0	0
	0000		1500 STI - SUNTRUST INVESTMENT	37	618	0	0	0
				2,108	2,139	0	0	0
APPROPRIATIONS								
460	0000	380	1200 APPROP RES-STRM DRAIN	0	0	716,400	716,400	370,400
				0	0	716,400	716,400	370,400
TRANSFERS FROM ENTERPRISE OPERATIONS								
460	0000	381	1000 TRANSFER FRM W&S FUND	42,000	42,000	42,000	42,000	42,000
	0000		3000 TRANS FRM DEBT SERVICE	289,075	295,783	0	0	0
				331,075	337,783	42,000	42,000	42,000
OTHER GRANTS & DONATIONS								
460	0000	389	4000 OTHER GRANTS & DONATIONS	0	966	0	0	0
				0	966	0	0	0
STORMWATER FUND				1,135,061	1,286,583	1,678,900	1,678,900	1,332,900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

STORMWATER FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
STORMWATER MANAGEMENT						
1 Personnel	460 3080					
538	1100 EXECUTIVE SALARIES	6,873	8,257	8,600	8,600	8,800
538	1200 REGULAR SALARIES & WAGE	101,661	161,328	153,100	153,100	137,200
538	1300 OTHER SALARIES & WAGES	14	0	0	0	0
538	1400 OVERTIME	212	661	1,100	1,100	1,000
538	2100 FICA/MEDICARE TAXES	8,760	11,335	12,600	12,600	11,400
538	2200 RETIREMENT CONTRIBUTION	14,607	27,106	14,300	14,300	12,800
538	2300 LIFE & HEALTH INSURANCE	23,251	27,930	31,000	31,000	38,300
538	2400 WORKERS COMP INSURANCE	11,933	8,479	10,200	10,200	8,900
538	2500 UNEMPLOYMENT COMP	809	186	0	0	0
	Subtotal	168,120	245,282	230,900	230,900	218,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

STORMWATER FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
STORMWATER MANAGEMENT						
2 Operating	460 3080					
538	3101 PROFESSIONAL SERVICES	99,899	0	16,000	16,000	16,000
538	3150 LEGAL/OFFICIAL ADVERTISNG	0	0	0	0	100
538	3400 OTHER SERVICES	82,373	90,382	99,300	99,300	99,300
538	4001 REGULAR TRAVEL	106	0	500	500	200
538	4100 COMMUNICATION SERVICES	348	637	1,300	1,300	1,000
538	4200 POSTAGE, FRT, EXPRESS	92	31	500	500	500
538	4301 UTILITY SERVICES	22,711	21,527	26,000	26,000	26,000
538	4400 RENTALS & LEASES	1,036	711	3,600	3,600	3,600
538	4500 INSURANCE/NON-EMPLOYEE	-8,325	4,643	5,200	5,200	5,200
538	4601 REPAIRS & MAINTENANCE	10,888	14,060	34,500	34,500	34,700
538	4611 MAINTENANCE CONTRACTS	1,026	1,226	2,100	2,100	2,100
538	4650 VEHICLE REPAIRS	14,776	38,932	35,000	35,000	35,000
538	4700 PRINTING & BINDING	0	69	500	500	500
538	4959 BAD DEBT EXPENSE	1,643	10,769	0	0	0
538	5100 OFFICE SUPPLIES	491	417	1,000	1,000	1,000
538	5201 OPERATING SUPPLIES	7,298	10,398	20,000	20,000	15,000
538	5202 COMPUTERS	375	0	0	0	0
538	5204 SMALL TOOLS & EQUIPMENT	112	932	1,000	1,000	1,000
538	5219 UNIFORM EXPENSE	708	800	1,400	1,400	1,400
538	5250 FUEL & OIL SUPPLIES	21,109	15,276	26,000	26,000	26,800
538	5264 MACH/EQUIP CAPITAL-LIKE	0	0	400	1,700	2,000
538	5300 ROAD MATERIAL & SUPPLIES	1,951	131	10,000	10,000	10,000
538	5400 BOOKS/PUBL/SUBSCR/MEMBERS	835	783	1,400	1,400	1,400
538	5501 TRAINING & EDUCATION COST	348	0	1,300	1,300	1,000
538	5920 DEPRECIATION EXPENSE	286,376	290,500	0	0	0
	Subtotal	546,176	502,224	287,000	288,300	283,800
STORMWATER MANAGEMENT						
3 Capital	460 3080					
538	6100 LAND	0	0	30,000	30,000	0
538	6300 INFRASTRUCTURE	0	0	654,000	654,000	390,000
538	6400 MACHINERY & EQUIPMENT	0	0	36,300	35,000	0
	Subtotal	0	0	720,300	719,000	390,000
STORMWATER MANAGE	Total	714,296	747,506	1,238,200	1,238,200	892,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

STORMWATER FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	460 8110					
581	9101 TRANSFER TO GENERAL FUND	50,000	87,000	87,000	87,000	87,000
581	9180 TRSF TO SRL-#2001 / 2005	353,700	353,700	353,700	353,700	353,700
	Subtotal	403,700	440,700	440,700	440,700	440,700
INTERFUND TRANSFERS	Total	403,700	440,700	440,700	440,700	440,700
FUND TOTALS		1,117,996	1,188,206	1,678,900	1,678,900	1,332,900

BUDGET FY 2017-18

EXPENSES (Detail)

460 3080 538 1100	EXECUTIVE SALARIES	8,800
EXECUTIVE SALARIES		8,800
A PUBLIC WORKS DIRECTOR 10%		
460 3080 538 1200	REGULAR SALARIES & WAGE	137,200
REGULAR SALARIES		137,200
A DEPUTY PUBLIC WORKS DIRECTOR 15%		
B ADMINISTRATIVE ASSISTANT 15%		
C STREETS & DRAINAGE SUPERVISOR 50%		
D LEAD EQUIPMENT OPERATOR/MAINTENANCE WORKER (1)		
E EQUIPMENT OPERATOR/MAINTENANCE WORKER (2)		
F MECHANIC 34%		
460 3080 538 1400	OVERTIME	1,000
OVERTIME		1,000
460 3080 538 2100	FICA/MEDICARE TAXES	11,400
FICA AND MEDICARE		11,400
460 3080 538 2200	RETIREMENT CONTRIBUTION	12,800
RETIREMENT CONTRIBUTIONS		12,800
460 3080 538 2300	LIFE & HEALTH INSURANCE	38,300
MEDICAL AND LIFE INSURANCE		38,300
460 3080 538 2400	WORKERS COMP INSURANCE	8,900
WORKERS COMPENSATION INSURANCE		8,900
460 3080 538 3101	PROFESSIONAL SERVICES	16,000
NPDES MS4 PERMIT		9,000
MISCELLANEOUS STORMWATER ENGINEERING		5,000
OTHER PERMITS & REQUIREMENTS		2,000
460 3080 538 3150	LEGAL/OFFICIAL ADVERTISING	100
NEWS JOURNAL ADVERTISING AND COURT RECORDING FEES		100
460 3080 538 3400	OTHER SERVICES	99,300
STREET SWEEPING CONTRACT		42,500
FLORIDA DEPT OF CORRECTION CONTRACT @ 50%		28,800
SPECIAL ASSESSMENT CALCULATION REVIEW		20,000
RETENTION POND MAINTENANCE		8,000
460 3080 538 4001	REGULAR TRAVEL	200
MEAL ALLOWANCE; MILEAGE, LODGING		200
460 3080 538 4100	COMMUNICATION SERVICES	1,000
CELL PHONE - CORRECTIONS OFC PER #WS962 @ 50%		300
CELL PHONE ALLOWANCE - 1 @ \$600 X 50%		300
CELL PHONE ALLOWANCE- 1 @ \$600 X10%,1 @ \$600 X15%		200
ON CALL CELL PHONE - \$600 @ 33%		200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

460 3080 538 4200	POSTAGE, FRT, EXPRESS	50
	POSTAGE; FREIGHT; EXPRESS	500
460 3080 538 4301	UTILITY SERVICES	26,00
	UTILITY SERVICES	26,000
460 3080 538 4400	RENTALS & LEASES	3,60
	PW PLOTTER PRINTER LEASE - \$5,412 X 33% = \$1,804	1,900
	MISCELLANEOUS EQUIPMENT RENTALS	1,000
	PW COPIER LEASE @ 25%	700
460 3080 538 4500	INSURANCE/NON-EMPLOYEE	5,20
	NON-EMPLOYEE INSURANCE	5,200
460 3080 538 4601	REPAIRS & MAINTENANCE	34,70
	SW PIPE REPAIR; LINING; REPLACEMENT, ETC	20,000
	CATCH BASIN AND STORMWATER MANHOLE REPAIRS	5,000
	FOUNTAIN PUMPS & CONTROLS	5,000
	FEC ANNUAL BLANKET UTILITY CROSSING FEES	3,700
	RADIO REPAIRS FOR ALL SW RADIOS (ESTIMATED)	1,000
460 3080 538 4611	MAINTENANCE CONTRACTS	2,10
	ANNUAL RADIO SYSTEM MAINTENANCE (ALL SW RADIOS)	900
	PW PLOTTER PRINTER MAINT - \$2,028 X 33% = \$676	700
	COPIER & PRINTER MAINTENANCE CONTRACT/COPY FEES	500
460 3080 538 4650	VEHICLE REPAIRS	35,00
	STORMWATER VEHICLE REPAIRS; HEAVY EQUIPMENT; PUMPS	35,000
460 3080 538 4700	PRINTING & BINDING	50
	STORMWATER LITERATURE HANDOUTS (NPDES)	500
460 3080 538 5100	OFFICE SUPPLIES	1,00
	PAPER, ENVELOPES, ETC	500
	PW PLOTTER SUPPLIES (EST) \$1,473.83X33% = \$491.29	500
460 3080 538 5201	OPERATING SUPPLIES	15,00
	PIPE, MANHOLE COVERS, BASIN GRATES, SUPPLIES, ETC	15,000
460 3080 538 5204	SMALL TOOLS & EQUIPMENT	1,00
	MISCELLANEOUS TOOLS	1,000
460 3080 538 5219	UNIFORM EXPENSE	1,40
	UNIFORMS - \$180 EST EXP X7 EMPLOYEES X 50%	700
	UNIFORM REPAIRS (ESTIMATED)	200
	CLOTHING ALLOWANCE - 1 @ \$100 X 10%	100
	CLOTHING ALLOWANCE - 2 @ \$200 X 10%	100
	TOOL ALLOWANCE - 1 @ \$200 X 33%	100
	UNIFORMS - \$130 EST EXP X1 EMPLOYEE X 10%	100
	UNIFORMS - \$250 EST EXP X1 EMPLOYEE @ 33%	100

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

460 3080 538 5250	FUEL & OIL SUPPLIES	26,800
	GASOLINE & DIESEL FUEL, OIL, HYDRAULIC FLUID, ETC	26,800
460 3080 538 5264	MACH/EQUIP CAPITAL-LIKE	2,000
	MISCELLANEOUS MACHINERY/EQUIPMENT CAPITAL LIKE	2,000
460 3080 538 5300	ROAD MATERIAL & SUPPLIES	10,000
	SHELL, LIMEROCK, DIRT, CEMENT, ASPHALT, ETC.	10,000
460 3080 538 5400	BOOKS/PUBL/SUBSCR/MEMBERS	1,400
	EVROWA MEMBERSHIP DUES - \$1,330 X 33%	500
	FLORIDA STORMWATER ASSOCIATION MEMBERSHIP	500
	SUNSHINE STATE ONE CALL - \$1,200 X 33%	400
460 3080 538 5501	TRAINING & EDUCATION COST	1,000
	MISC TRAINING COURSES, SEMINARS: SAFETY, MAINT,ETC	1,000
460 3080 538 6300	INFRASTRUCTURE	390,000
	7TH ST STORMWATER OUTFALL CO	300,000
	FERNDAL ST DETENTION POND ENGINEERING ONLY CO	90,000
TOTAL FOR DEPT: 3080		892,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail

460 8110 581 9101	TRANSFER TO GENERAL FUND	87,000
	TRANSFER TO GF	87,000
460 8110 581 9180	TRSF TO SRL-#2001 / 2005	353,700
	TRANSFER TO DEBT SERVICE	353,700
TOTAL FOR DEPT: 8110		440,700

BUDGET FY 2017-18

REVENUES

STORMWTR DRAINAGE DEBT SV	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
461 0000 361 1500 STI - SUNTRUST INVESTMENT	10	158	0	0	0
	10	158	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
461 0000 381 7500 TRANSFER FRM STORMWATER	353,700	353,700	353,700	353,700	353,700
	353,700	353,700	353,700	353,700	353,700
STORMWTR DRAINAGE DEBT SV	353,710	353,858	353,700	353,700	353,700

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

STORMWTR DRAINAGE DEBT SV

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	461 1701					
517	7180 DEBT SERVICE	0	0	302,700	302,700	309,700
517	7280 DEBT SERVICE	63,152	56,410	51,000	51,000	44,000
	Subtotal	63,152	56,410	353,700	353,700	353,700
DEBT SERVICE	Total	63,152	56,410	353,700	353,700	353,700
INTERFUND TRANSFERS						
4 Debt Svc/	461 8110					
581	9150 TRANSFER TO STORMWATER	289,075	295,783	0	0	0
	Subtotal	289,075	295,783	0	0	0
INTERFUND TRANSFERS	Total	289,075	295,783	0	0	0
FUND TOTALS		352,227	352,193	353,700	353,700	353,700

BUDGET FY 2017-18

EXPENSES (Detail)

461 1701 517 7180	DEBT SERVICE	309,700
PRINCIPAL		309,700
461 1701 517 7280	DEBT SERVICE	44,000
INTEREST		44,000
TOTAL FOR DEPT: 1701		353,700

BUDGET FY 2017-18

REVENUES

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE					
INTEREST EARNINGS					
471 0000 361 1500 STI - SUNTRUST INVESTMENT	54	1,084	0	0	0
	54	1,084	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
471 0000 381 1000 TRANSFER FRM W&S FUND	944,700	938,900	938,000	938,000	941,600
	944,700	938,900	938,000	938,000	941,600
DEBT SERVICE	944,754	939,984	938,000	938,000	941,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

DEBT SERVICE

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	471 1701					
517	7160 WATER & SEWER BONDS	0	0	820,000	820,000	835,000
517	7260 WATER & SEWER BONDS	134,648	118,853	110,900	110,900	94,800
	Subtotal	134,648	118,853	930,900	930,900	929,800
DEBT SERVICE	Total	134,648	118,853	930,900	930,900	929,800
INTERFUND TRANSFERS						
4 Debt Svc/	471 8110					
581	9130 TRANSFER TO WATER & SEWER	795,000	810,000	0	0	0
	Subtotal	795,000	810,000	0	0	0
INTERFUND TRANSFERS	Total	795,000	810,000	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	471 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	7,100	7,100	11,800
	Subtotal	0	0	7,100	7,100	11,800
OTHER NONOPERATING	Total	0	0	7,100	7,100	11,800
FUND TOTALS		929,648	928,853	938,000	938,000	941,600

BUDGET FY 2017-18

EXPENSES (Detail)

471 1701 517 7160	WATER & SEWER BONDS	835,000
PRINCIPAL		835,000
471 1701 517 7260	WATER & SEWER BONDS	94,800
INTEREST		94,800
TOTAL FOR DEPT: 1701		929,800

BUDGET FY 2017-18

EXPENSES (Detail)

471 9010 590 9901	BUDGET RESVE/CONTINGENCY	11,800
	RESERVE/CONTINGENCY	11,800
TOTAL FOR DEPT:	9010	11,800

BUDGET FY 2017-18

REVENUES

STATE LOAN DEBT SERVICE	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
472 0000 361 1500 STI - SUNTRUST INVESTMENT	5	83	0	0	0
	5	83	0	0	0
APPROPRIATIONS					
472 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	0	100
	0	0	0	0	100
TRANSFERS FROM ENTERPRISE OPERATIONS					
472 0000 381 1000 TRANSFER FRM W&S FUND	160,500	160,500	160,500	160,500	160,500
	160,500	160,500	160,500	160,500	160,500
STATE LOAN DEBT SERVICE	160,505	160,583	160,500	160,500	160,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

STATE LOAN DEBT SERVICE

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	472 1701					
517	7180 DEBT SERVICE	0	0	138,600	138,600	143,000
517	7280 DEBT SERVICE	28,647	24,516	21,900	21,900	17,600
	Subtotal	28,647	24,516	160,500	160,500	160,600
DEBT SERVICE	Total	28,647	24,516	160,500	160,500	160,600
INTERFUND TRANSFERS						
4 Debt Svc/	472 8110					
581	9130 TRANSFER TO WATER & SEWER	130,276	134,359	0	0	0
	Subtotal	130,276	134,359	0	0	0
INTERFUND TRANSFERS	Total	130,276	134,359	0	0	0
FUND TOTALS		158,923	158,875	160,500	160,500	160,600

BUDGET FY 2017-18

EXPENSES (Detail)

472 1701 517 7180	DEBT SERVICE	143,00
PRINCIPAL		143,000
472 1701 517 7280	DEBT SERVICE	17,60
INTEREST		17,600
TOTAL FOR DEPT: 1701		160,60

BUDGET FY 2017-18

REVENUES

W&S SERIES 2005 DEBT	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
474 0000 361 1500 STI - SUNTRUST INVESTMENT	6	129	0	0	0
	6	129	0	0	0
APPROPRIATIONS					
474 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	0	3,100
	0	0	0	0	3,100
TRANSFERS FROM ENTERPRISE OPERATIONS					
474 0000 381 1000 TRANSFER FRM W&S FUND	107,200	109,600	111,600	111,600	108,500
	107,200	109,600	111,600	111,600	108,500
W&S SERIES 2005 DEBT	107,206	109,729	111,600	111,600	111,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

W&S SERIES 2005 DEBT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	474 1701					
517	7170 SERIES 2005	0	0	75,000	75,000	80,000
517	7270 2005 SERIES	37,181	34,565	34,600	34,600	31,600
	Subtotal	37,181	34,565	109,600	109,600	111,600
DEBT SERVICE	Total	37,181	34,565	109,600	109,600	111,600
INTERFUND TRANSFERS						
4 Debt Svc/	474 8110					
581	9130 TRANSFER TO WATER & SEWER	70,000	70,000	0	0	0
	Subtotal	70,000	70,000	0	0	0
INTERFUND TRANSFERS	Total	70,000	70,000	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	474 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	2,000	2,000	0
	Subtotal	0	0	2,000	2,000	0
OTHER NONOPERATING	Total	0	0	2,000	2,000	0
FUND TOTALS		107,181	104,565	111,600	111,600	111,600

BUDGET FY 2017-18

EXPENSES (Detail)

474 1701 517 7170	SERIES 2005	80,000
PRINCIPAL		80,000
474 1701 517 7270	2005 SERIES	31,600
INTEREST		31,600
TOTAL FOR DEPT: 1701		111,600

BUDGET FY 2017-18

REVENUES

W&S SRF - 2005 DEBT	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
475 0000 361 1500 STI - SUNTRUST INVESTMENT	1	27	0	0	0
	1	27	0	0	0
APPROPRIATIONS					
475 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	0	100
	0	0	0	0	100
TRANSFERS FROM ENTERPRISE OPERATIONS					
475 0000 381 1000 TRANSFER FRM W&S FUND	40,800	40,800	40,800	40,800	40,800
	40,800	40,800	40,800	40,800	40,800
W&S SRF - 2005 DEBT	40,801	40,827	40,800	40,800	40,900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

W&S SRF - 2005 DEBT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	475 1701					
517	7180 DEBT SERVICE	0	0	32,900	32,900	33,600
517	7280 DEBT SERVICE	8,975	8,298	7,900	7,900	7,300
	Subtotal	8,975	8,298	40,800	40,800	40,900
DEBT SERVICE	Total	8,975	8,298	40,800	40,800	40,900
INTERFUND TRANSFERS						
4 Debt Svc/	475 8110					
581	9130 TRANSFER TO WATER & SEWER	31,488	32,159	0	0	0
	Subtotal	31,488	32,159	0	0	0
INTERFUND TRANSFERS	Total	31,488	32,159	0	0	0
FUND TOTALS		40,463	40,457	40,800	40,800	40,900

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

475 1701 517 7180	DEBT SERVICE	33,600
PRINCIPAL		33,600
475 1701 517 7280	DEBT SERVICE	7,300
INTEREST		7,300
TOTAL FOR DEPT: 1701		40,900

BUDGET FY 2017-18

REVENUES

W&S R&R SERIES 2011 DEBT	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
476 0000 361 1500 STI - SUNTRUST INVESTMENT	10	166	0	0	0
	10	166	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
476 0000 381 1000 TRANSFER FRM W&S FUND	329,300	329,300	329,300	329,300	329,300
	329,300	329,300	329,300	329,300	329,300
W&S R&R SERIES 2011 DEBT	329,310	329,466	329,300	329,300	329,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

W&S R&R SERIES 2011 DEBT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	476 1701					
517	7180 DEBT SERVICE	0	0	252,800	252,800	258,300
517	7280 DEBT SERVICE	86,953	81,667	76,500	76,500	71,000
	Subtotal	86,953	81,667	329,300	329,300	329,300
DEBT SERVICE	Total	86,953	81,667	329,300	329,300	329,300
INTERFUND TRANSFERS						
4 Debt Svc/	476 8110					
581	9185 TRSF TO SRL DEBT - #2007	242,089	247,371	0	0	0
	Subtotal	242,089	247,371	0	0	0
INTERFUND TRANSFERS	Total	242,089	247,371	0	0	0
FUND TOTALS		329,042	329,038	329,300	329,300	329,300

BUDGET FY 2017-18

EXPENSES (Detail)

476 1701 517 7180	DEBT SERVICE	258,300
PRINCIPAL		258,300
476 1701 517 7280	DEBT SERVICE	71,000
INTEREST		71,000
TOTAL FOR DEPT: 1701		329,300

BUDGET FY 2017-18

REVENUES

W&S R&R SERIES 2011 DEBT	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
477 0000 361 1500 STI - SUNTRUST INVESTMENT	15	300	0	0	0
	15	300	0	0	0
TRANSFERS FROM ENTERPRISE OPERATIONS					
477 0000 381 1000 TRANSFER FRM W&S FUND	328,800	332,300	330,300	330,300	328,200
	328,800	332,300	330,300	330,300	328,200
W&S R&R SERIES 2011 DEBT	328,815	332,600	330,300	330,300	328,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

W&S R&R SERIES 2011 DEBT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	477 1701					
517	7177 2011 W&S R&R BOND	0	0	200,000	200,000	205,000
517	7277 2011 W&S R&R BOND	138,746	132,172	128,800	128,800	121,800
	Subtotal	138,746	132,172	328,800	328,800	326,800
DEBT SERVICE	Total	138,746	132,172	328,800	328,800	326,800
INTERFUND TRANSFERS						
4 Debt Svc/	477 8110					
581	9130 TRANSFER TO WATER & SEWER	185,000	711,734	0	0	0
	Subtotal	185,000	711,734	0	0	0
INTERFUND TRANSFERS	Total	185,000	711,734	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	477 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	1,500	1,500	1,400
	Subtotal	0	0	1,500	1,500	1,400
OTHER NONOPERATING	Total	0	0	1,500	1,500	1,400
FUND TOTALS		323,746	843,906	330,300	330,300	328,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18					EXPENSES (Detail)
477	1701	517	7177	2011 W&S R&R BOND	205,000
				PRINCIPAL	205,000
477	1701	517	7277	2011 W&S R&R BOND	121,800
				INTEREST	121,800
TOTAL FOR DEPT:		1701			326,800

BUDGET FY 2017-18

EXPENSES (Detail)

477 9010 590 9901	BUDGET RESVE/CONTINGENCY	1,400
	RESERVE/ CONTINGENCY	1,400
TOTAL FOR DEPT:	9010	1,400

BUDGET FY 2017-18

REVENUES

W&S WTR MTR,SER.2013 DEBT	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
APPROPRIATIONS					
478 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	0	1,500
	0	0	0	0	1,500
TRANSFERS FROM ENTERPRISE OPERATIONS					
478 0000 381 1000 TRANSFER FRM W&S FUND	172,200	170,800	171,500	171,500	168,600
	172,200	170,800	171,500	171,500	168,600
W&S WTR MTR,SER.2013 DEBT	172,200	170,800	171,500	171,500	170,100

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

W&S WTR MTR,SER.2013 DEBT

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
DEBT SERVICE						
4 Debt Svc/	478 1701					
517	7178 SERIES 2013 WTR MTR BOND	0	0	145,000	145,000	150,000
517	7278 SERIES 2013 WTR MTR BOND	27,160	24,347	23,000	23,000	20,100
	Subtotal	27,160	24,347	168,000	168,000	170,100
DEBT SERVICE	Total	27,160	24,347	168,000	168,000	170,100
INTERFUND TRANSFERS						
4 Debt Svc/	478 8110					
581	9130 TRANSFER TO WATER & SEWER	177,499	145,000	0	0	0
	Subtotal	177,499	145,000	0	0	0
INTERFUND TRANSFERS	Total	177,499	145,000	0	0	0
OTHER NONOPERATING						
4 Debt Svc/	478 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	3,500	3,500	0
	Subtotal	0	0	3,500	3,500	0
OTHER NONOPERATING	Total	0	0	3,500	3,500	0
FUND TOTALS		204,659	169,347	171,500	171,500	170,100

BUDGET FY 2017-18

EXPENSES (Detail)

478 1701 517 7178	SERIES 2013 WTR MTR BOND	150,00
PRINCIPAL		150,000
478 1701 517 7278	SERIES 2013 WTR MTR BOND	20,10
INTEREST		20,100
TOTAL FOR DEPT: 1701		170,10

BUDGET FY 2017-18

REVENUES

RENEWAL & REPLACEMENT	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTEREST EARNINGS					
480 0000 361 1000 INVESTMENTS	2,296	2,849	0	0	0
0000 1500 STI - SUNTRUST INVESTMENT	93	1,397	0	0	0
	2,389	4,246	0	0	0
APPROPRIATIONS					
480 0000 380 1000 APPROPRIATED FUND BAL	0	0	478,200	1,351,200	1,866,800
	0	0	478,200	1,351,200	1,866,800
TRANSFERS FROM ENTERPRISE OPERATIONS					
480 0000 381 1000 TRANSFER FRM W&S FUND	1,378,500	1,047,700	423,900	434,100	0
0000 4100 TRNSFR FRM WTR IMPACT FEE	0	0	250,000	250,000	190,000
0000 4200 TRNSFR FRM SWR IMPACT FEE	0	0	381,000	381,000	145,200
	1,378,500	1,047,700	1,054,900	1,065,100	335,200
RENEWAL & REPLACEMENT	1,380,889	1,051,946	1,533,100	2,416,300	2,202,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

RENEWAL & REPLACEMENT

EXPENSES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
WATER UTILITY						
2 Operating	480 3010					
533	3400 OTHER SERVICES	2,054	2,102	0	0	0
	Subtotal	2,054	2,102	0	0	0
WATER UTILITY						
3 Capital	480 3010					
533	6300 INFRASTRUCTURE	0	0	297,000	827,500	440,000
533	6400 MACHINERY & EQUIPMENT	0	0	9,900	11,700	34,000
	Subtotal	0	0	306,900	839,200	474,000
WATER UTILITY	Total	2,054	2,102	306,900	839,200	474,000
SEWER SERVICES						
3 Capital	480 3020					
535	6300 INFRASTRUCTURE	0	0	906,000	913,500	1,227,300
535	6400 MACHINERY & EQUIPMENT	0	0	155,400	38,800	32,900
535	6500 CONSTRUCTION IN PROGRESS	0	0	164,800	479,800	170,000
	Subtotal	0	0	1,226,200	1,432,100	1,430,200
SEWER SERVICES	Total	0	0	1,226,200	1,432,100	1,430,200
INTERFUND TRANSFERS						
4 Debt Svc/	480 8110					
581	9130 TRANSFER TO WATER & SEWER	519,978	30,178	0	145,000	297,800
	Subtotal	519,978	30,178	0	145,000	297,800
INTERFUND TRANSFERS	Total	519,978	30,178	0	145,000	297,800
FUND TOTALS		522,032	32,280	1,533,100	2,416,300	2,202,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

480 3010 533 6300	INFRASTRUCTURE		440,000
	WATER MAIN REP FLAMINGO & LAKEWOOD IMPACT FEE CO	440,000	
480 3010 533 6400	MACHINERY & EQUIPMENT		34,000
	FORD F350 TO REPLACE DISTRIBUTION VEH #31	28,000	
	(2) SCBA AIR PACKS AT \$3000 EACH	6,000	
TOTAL FOR DEPT:	3010		474,000

BUDGET FY 2017-18

EXPENSES (Detail)

480 3020 535 6300	INFRASTRUCTURE		1,227,300
REHAB LS#1 W/GEN&ENGINEERING(IMPACT FEES) CO		505,800	
REHABILITATION OF LS#3 + ENGINEERING		321,500	
REHAB LS#7 + ENGINEERING CO		315,000	
EQUALIZATION TANK MIXERS (4@\$20K) P2 PROJECT		80,000	
TOP ROLLER REPLACEMENT (NORTH/SOUTH PRESSES) CO		5,000	
480 3020 535 6400	MACHINERY & EQUIPMENT		32,900
SEEKER SYSTEM CAMERA FOR SEWER TRUCK		9,500	
SIGMA SAMPLER		6,600	
DR3900 SIPPER KIT/DUAL PATH CELL REPL HACH METER		5,000	
DR1900 REPLACEMENT FOR DR2010 HACH METER		4,000	
REPLACEMENT FOR METTLER AE100 BALANCE		4,000	
PROBES FOR BTUS		3,800	
480 3020 535 6500	CONSTRUCTION IN PROGRESS		170,000
GRAVITY MAIN REPLACEMENT FOR LS24 (RIO WAY)+CEI		170,000	
TOTAL FOR DEPT: 3020			1,430,200

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

480 8110 581 9130	TRANSFER TO WATER & SEWER	297,800
	TRANSFER TO WATER & SEWER	297,800
TOTAL FOR DEPT:	8110	297,800

BUDGET FY 2017-18

REVENUES

WATER IMPACT FEES					FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
RESIDENTIAL IMPACT FEES									
481	0000	324	2100	RESIDENTIAL-PHYSICAL ENVN	1,422	2,844	2,000	2,000	2,000
	0000		2200	COMMERCIAL-PHYSICAL ENVIR	1,422	11,376	2,000	2,000	2,000
					2,844	14,220	4,000	4,000	4,000
INTEREST EARNINGS									
481	0000	361	1500	STI - SUNTRUST INVESTMENT	62	1,042	600	600	600
					62	1,042	600	600	600
APPROPRIATIONS									
481	0000	380	1000	APPROPRIATED FUND BAL	0	0	250,000	250,000	190,000
					0	0	250,000	250,000	190,000
WATER IMPACT FEES					2,906	15,262	254,600	254,600	194,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

WATER IMPACT FEES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	481 8110					
581	9110 TRANSFER TO REN & REPLACE	0	0	250,000	250,000	190,000
	Subtotal	0	0	250,000	250,000	190,000
INTERFUND TRANSFERS	Total	0	0	250,000	250,000	190,000
OTHER NONOPERATING						
4 Debt Svc/	481 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	4,600	4,600	4,600
	Subtotal	0	0	4,600	4,600	4,600
OTHER NONOPERATING	Total	0	0	4,600	4,600	4,600
FUND TOTALS		0	0	254,600	254,600	194,600

BUDGET FY 2017-18

EXPENSES (Detail)

481 8110 581 9110	TRANSFER TO REN & REPLACE	190,000
	WATER MAIN REPLACEMENT FLAMINGO/LAKEWOOD (ADD'L)	190,000
TOTAL FOR DEPT:	8110	190,000

BUDGET FY 2017-18

EXPENSES (Detail)

481 9010 590 9901	BUDGET RESVE/CONTINGENCY	4,600
	BUDGET RESERVE/CONTINGENCY	4,600
TOTAL FOR DEPT:	9010	4,600

BUDGET FY 2017-18

REVENUES

SEWER IMPACT FEES	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
RESIDENTIAL IMPACT FEES					
482 0000 324 2100 RESIDENTIAL-PHYSICAL ENVN	1,908	3,816	2,000	2,000	2,000
0000 2200 COMMERCIAL-PHYSICAL ENVIR	1,908	11,448	2,000	2,000	2,000
	3,816	15,264	4,000	4,000	4,000
INTEREST EARNINGS					
482 0000 361 1500 STI - SUNTRUST INVESTMENT	126	2,115	1,200	1,200	1,200
	126	2,115	1,200	1,200	1,200
APPROPRIATIONS					
482 0000 380 1000 APPROPRIATED FUND BAL	0	0	381,000	381,000	145,200
	0	0	381,000	381,000	145,200
SEWER IMPACT FEES	3,942	17,379	386,200	386,200	150,400

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

SEWER IMPACT FEES

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	482 8110					
581	9110 TRANSFER TO REN & REPLACE	0	0	381,000	381,000	145,200
	Subtotal	0	0	381,000	381,000	145,200
INTERFUND TRANSFERS	Total	0	0	381,000	381,000	145,200
OTHER NONOPERATING						
4 Debt Svc/	482 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	5,200	5,200	5,200
	Subtotal	0	0	5,200	5,200	5,200
OTHER NONOPERATING	Total	0	0	5,200	5,200	5,200
FUND TOTALS		0	0	386,200	386,200	150,400

BUDGET FY 2017-18

EXPENSES (Detail)

482 8110 581 9110	TRANSFER TO REN & REPLACE	145,200
	REHABILITATION LS#1 W/GENERATOR & ENGINEERING(ADD)	145,200
TOTAL FOR DEPT:	8110	145,200

BUDGET FY 2017-18

EXPENSES (Detail)

482 9010 590 9901	BUDGET RESVE/CONTINGENCY	5,200
	BUDGET RESERVE/CONTINGENCY	5,200
TOTAL FOR DEPT:	9010	5,200

BUDGET FY 2017-18

REVENUES

W&S R&R BOND SERIES 2011	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
APPROPRIATIONS					
487 0000 380 1000 APPROPRIATED FUND BAL	0	0	213,200	213,200	217,600
	0	0	213,200	213,200	217,600
W&S R&R BOND SERIES 2011	0	0	213,200	213,200	217,600

BUDGET FY 2017-18

EXPENSES

W&S R&R BOND SERIES 2011

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
WATER UTILITY						
3 Capital	487 3010					
533 6300 INFRASTRUCTURE		0	0	163,200	173,400	167,600
	Subtotal	0	0	163,200	173,400	167,600
WATER UTILITY	Total	0	0	163,200	173,400	167,600
SEWER SERVICES						
2 Operating	487 3020					
535 4663 REPAIR/MAINT CAPITAL-LIKE		0	0	0	0	50,000
	Subtotal	0	0	0	0	50,000
SEWER SERVICES						
3 Capital	487 3020					
535 6300 INFRASTRUCTURE		0	0	50,000	39,800	0
	Subtotal	0	0	50,000	39,800	0
SEWER SERVICES	Total	0	0	50,000	39,800	50,000
INTERFUND TRANSFERS						
4 Debt Svc/	487 8110					
581 9130 TRANSFER TO WATER & SEWER		19,610	0	0	0	0
	Subtotal	19,610	0	0	0	0
INTERFUND TRANSFERS	Total	19,610	0	0	0	0
FUND TOTALS		19,610	0	213,200	213,200	217,600

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

487 3010 533 6300	INFRASTRUCTURE	167,600
	RAW WATER LINE RELOCATION DUE TO LPGA WIDENING	167,600
TOTAL FOR DEPT:	3010	167,600

BUDGET FY 2017-18

EXPENSES (Detail)

487 3020 535 4663	REPAIR/MAINT CAPITAL-LIKE	50,000
	LIFT STATION #18 SEALING & COATING WET WELL	25,000
	RESURFACE/SEAL WALLS OF MANHOLE STRUCTURES	25,000
TOTAL FOR DEPT:	3020	50,000

BUDGET FY 2017-18**EXPENSES****W&S SER.2013 CONSTR FUND**

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
INTERFUND TRANSFERS						
4 Debt Svc/	488 8110					
581	9130 TRANSFER TO WATER & SEWER	15,932	0	0	0	0
	Subtotal	15,932	0	0	0	0
INTERFUND TRANSFERS	Total	15,932	0	0	0	0
FUND TOTALS		15,932	0	0	0	0

BUDGET FY 2017-18

REVENUES

SOLID WASTE FUND	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
FRANCHISE FEES					
495 0000 323 7000 SOLID WASTE FRANCHISE FEE	1,000	2,992	2,000	2,000	2,000
	1,000	2,992	2,000	2,000	2,000
CHARGES FOR SERVICES					
495 0000 343 4040 REFUSE	243,769	293,525	0	0	0
0000 4041 REFUSE, APARTMENT	140,501	139,790	0	0	0
0000 4042 REFUSE, COMMERCIAL	875,649	891,161	1,274,100	1,274,100	1,274,200
0000 4043 REFUSE, CHURCH	13,200	14,358	0	0	0
0000 4044 REFUSE, GOVERNMENT	10,866	11,074	0	0	0
0000 4045 REFUSE, MULTI-FAMILY	80,791	85,454	0	0	0
0000 4046 REFUSE, MOBILE HOME	28,594	27,831	0	0	0
0000 4047 REFUSE, RESIDENTIAL	888,022	979,861	1,077,300	1,077,300	1,078,200
0000 4048 REFUSE, RESIDENT-COMMERCL	29,923	31,021	0	0	0
	2,311,315	2,474,075	2,351,400	2,351,400	2,352,400
INTEREST EARNINGS					
495 0000 361 1000 INVESTMENTS	2,287	1,905	1,500	1,500	1,500
0000 1500 STI - SUNTRUST INVESTMENT	95	2,863	1,100	1,100	1,100
	2,382	4,768	2,600	2,600	2,600
OTHER MISCELLANEOUS REVENUES					
495 0000 369 9500 RECYCLING REVENUES	1,047	509	1,000	1,000	1,000
	1,047	509	1,000	1,000	1,000
APPROPRIATIONS					
495 0000 380 1000 APPROPRIATED FUND BAL	0	0	0	2,700,000	0
	0	0	0	2,700,000	0
SOLID WASTE FUND	2,315,744	2,482,344	2,357,000	5,057,000	2,358,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES

SOLID WASTE FUND

		FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
SOLID WASTE						
2 Operating	495 3040					
534	3150 LEGAL/OFFICIAL ADVERTISNG	0	0	0	0	1,000
534	3400 OTHER SERVICES	1,712,065	1,761,538	1,907,300	4,606,800	1,907,300
534	4100 COMMUNICATION SERVICES	1,902	1,820	2,000	2,000	2,000
534	4959 BAD DEBT EXPENSE	-678	8,862	10,000	10,000	10,000
534	5201 OPERATING SUPPLIES	0	0	0	500	0
	Subtotal	1,713,289	1,772,220	1,919,300	4,619,300	1,920,300
SOLID WASTE	Total	1,713,289	1,772,220	1,919,300	4,619,300	1,920,300
INTERFUND TRANSFERS						
4 Debt Svc/	495 8110					
581	9101 TRANSFER TO GENERAL FUND	50,000	140,700	140,700	140,700	140,700
	Subtotal	50,000	140,700	140,700	140,700	140,700
INTERFUND TRANSFERS	Total	50,000	140,700	140,700	140,700	140,700
OTHER NONOPERATING						
4 Debt Svc/	495 9010					
590	9901 BUDGET RESVE/CONTINGENCY	0	0	297,000	297,000	297,000
	Subtotal	0	0	297,000	297,000	297,000
OTHER NONOPERATING	Total	0	0	297,000	297,000	297,000
FUND TOTALS		1,763,289	1,912,920	2,357,000	5,057,000	2,358,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18 EXPENSES (Detail)

495	3040	534	3150	LEGAL/OFFICIAL ADVERTISING		1,000
				NEWS JOURNAL ADVERTISING AND COURT RECORDING FEES	1,000	
495	3040	534	3400	OTHER SERVICES		1,907,300
				WASTE MANAGEMENT EXPENSE	1,885,000	
				RCG CONSULTING	18,000	
				TRAC EZ MUNI MONTHLY FEE	3,000	
				BANK SERVICE CHGS (OFFSET BY ANALYSIS EARNINGS CR)	1,100	
				MJ ALTMAN COLLECTIONS FEES	200	
495	3040	534	4100	COMMUNICATION SERVICES		2,000
				BRIGHT HOUSE	2,000	
495	3040	534	4959	BAD DEBT EXPENSE		10,000
				BAD DEBT EXPENSE	10,000	
TOTAL FOR DEPT: 3040						1,920,300

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

BUDGET FY 2017-18

EXPENSES (Detail)

495 8110 581 9101	TRANSFER TO GENERAL FUND	140,700
	TRANSFER TO GENERAL FUND	140,700
TOTAL FOR DEPT: 8110		140,700

BUDGET FY 2017-18

EXPENSES (Detail)

495	9010	590	9901	BUDGET RESVE/CONTINGENCY					297,000
				CONTINGENCY					297,000
TOTAL FOR DEPT:				9010					297,000

BUDGET FY 2017-18

REVENUES

Grand Total	27,266,138	27,486,638	38,214,200	42,568,400	37,920,900
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BUDGET FY 2017-18

EXPENSES

	FY14-15 Actuals	FY 15-16 Actuals	FY16-17 Original	FY16-17 Amended	FY17-18 Budget
Grand Total	23,601,813	23,804,700	38,214,200	42,568,400	37,920,900

Capital Like Expenditures Budgeted FY 2017-2018

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	Proposed
001	1306	516	5264	MACH/EQUI	PC REPLACEMENT	10,000
	4160	519	5264	MACH/EQUI	BATTERY CHARGER 12V/24V	500
		519	5264	MACH/EQUI	HEATER FOR REPAIR BAY	600
		519	5264	MACH/EQUI	LED REPLACEMENT LIGHT FITTINGS FOR FLEET MAINT BLG	3,500
	4172	572	4663	REPAIR/MAI	IRRIGATION SYSTEM REPAIRS (CITY HALL, SICA, PARKS)	20,000
001	FUND TOTAL					34,600

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	Proposed
400	3010	533	4663	REPAIR/MAI	REPLACE WTR PLANT FIXTURES, URINALS, TOILETS, SINK	4,000
	3020	535	4663	REPAIR/MAI	BTU CLEANING	40,000
		535	4663	REPAIR/MAI	LS #19 VALVE BOX PIPING REPLACEMENT	20,000
		535	4663	REPAIR/MAI	LS #20 VALVE BOX PIPING REPLACEMENT	15,000
		535	4663	REPAIR/MAI	LS #24 VALVE BOX PIPING REPLACEMENT	10,000
		535	4663	REPAIR/MAI	SC200 HACH CONTROLLER REPLCNG SC100-BTU SMART SYS	2,500
		535	4663	REPAIR/MAI	EFFLUENT PUMP X 3 PROJ COMPLETION CO	30,400
		535	4663	REPAIR/MAI	REPAIR AND PARTS FOR THICKENER AT WTP	6,000
		535	4663	REPAIR/MAI	LS #21 VALVE BOX PIPING REPLACEMENT	15,000
		535	5264	MACH/EQUI	SPARE PUMP FOR LS #16	9,700
		535	5264	MACH/EQUI	SPARE PUMP FOR LS #4	10,500
400	FUND TOTAL					163,100

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	Proposed
460	3080	538	5264	MACH/EQUI	MISCELLANEOUS MACHINERY/EQUIPMENT CAPITAL LIKE	2,000
460	FUND TOTAL					2,000

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	Propose
487	3020	535	4663	REPAIR/MAI	RESURFACE/SEAL WALLS OF MANHOLE STRUCTURES	25,00
		535	4663	REPAIR/MAI	LIFT STATION #18 SEALING & COATING WET WELL	25,00
487	FUND TOTAL					50,00
GRAND TOTAL						249,71

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

Capital Expenditures Budgeted FY 2017-2018

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	Proposed
130	5510	552	6300	INFRASTRUC	US1 LANDSCAPING PROJECT (FDOT REIMBURSABLE)	866,000
		552	6300	INFRASTRUC	GATEWAY SIGNAGE	200,000
		552	6300	INFRASTRUC	US1 LANDSCAPING TREE LOCATION, IRRIGATION, SOD	125,000
		552	6300	INFRASTRUC	US1 LANDSCAPING PROJECT CONSTR ADMIN SERVICES	75,000
		552	6300	INFRASTRUC	TRAFFIC MAST ARM 6TH OR 8TH STREET - TPO MATCH	30,000
		552	6300	INFRASTRUC	CRA DISTRICT OVERHEAD TO UNDERGROUND CONVERSION	3,433,500
130	FUND TOTAL					4,729,500

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	Proposed
139	5590	552	6500	CONSTRUCTI	OVERHEAD TO UNDERGROUND UTILITY CONVERSION	2,134,900
139	FUND TOTAL					2,134,900

FUND	DEPT/DIV	ACTIVITY	OBJECT	DESCRIPTION	DETAIL	Proposed
140	3020	535	6300	INFRASTRUC	WW LIFT STATION #3 REFURBISHMENT	78,500
140	FUND TOTAL					78,500

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

FUND DEPT/DIV ACTIVITY OBJECT DESCRIPTION DETAIL

Proposed

301	1301	513	6400	MACHINERY	ENTERPRISE SOFTWARE REPLACEMENT	500,000
	1306	516	6400	MACHINERY	PD LAPTOP REPLACEMENT	55,000
	1901	519	6400	MACHINERY	VEHICLE REPLACEMENT PROGRAM	120,000
		519	6400	MACHINERY	RADIO REPLACEMENT PROGRAM FOR P25 COMPLIANCE/3Y	70,100
	2110	521	6400	MACHINERY	IN CAR RADAR (2)	3,200
		521	6400	MACHINERY	(3) POLICE INTERCEPTORS AT \$37,500 EACH	112,500
	2210	522	6200	BUILDINGS	HURRICANE RATED BAY DOORS (CONDITIONED UPON GRAN	26,000
	4124	524	6400	MACHINERY	EXTENDED CAB PICKUP FOR BUILDING AND ZONING	22,000
	4141	541	6300	INFRASTRUC	FLOMICH ST SIDEWALK CONSTRUCTION EST 10% TPO MATC	50,000
		541	6300	INFRASTRUC	CENTER AV SIDEWALK (NORTH) STUDY EST 10% TPO MATC	5,000
		541	6300	INFRASTRUC	CENTER AV SIDEWALK (SOUTH) STUDY EST 10% TPO MATCH	5,000
		541	6300	INFRASTRUC	FLASHING SPEED SIGNS ON RIVERSIDE DRIVE (2)	10,000
	4160	519	6400	MACHINERY	DUMP TRAILER REPLACEMENT FOR #998	7,500
		519	6400	MACHINERY	EQUIPMENT TRAILER FOR GROUNDS CREW	3,500
		519	6400	MACHINERY	47 FOOT BUCKET TRUCK REPLACEMENT FOR PW#938	135,000
	4172	572	6200	BUILDINGS	RE-ROOFING OF N & S PARK BLDG AT HOLLYLAND CO	69,000
		572	6200	BUILDINGS	REPLACEMENT OF SMALL EQUIP SHOP/WW STORAGE BLDG	75,000
		572	6200	BUILDINGS	RE-ROOF OF NORTH FLEET SHOP	29,000
		572	6200	BUILDINGS	REPLACE (2) PICNIC PAVILIONS AT CENTENNIAL	23,000
		572	6200	BUILDINGS	AIR CONDITIONING REPLACEMENTS-ANNUAL	10,000
		572	6200	BUILDINGS	ROSS POINT IMPROVEMENTS (RESTROOM BLDG) CO	115,000
		572	6200	BUILDINGS	RE-ROOF OF MCC1	57,000
		572	6300	INFRASTRUC	SUNRISE PARK CONNECTING NATURE WALKWAY	30,000
		572	6300	INFRASTRUC	ROSS POINT IMPROVEMENTS - FENCING AT PLAYGROUND	15,000
		572	6300	INFRASTRUC	RIVERSIDE DRIVE CANAL PEDESTRIAN BRIDGE	220,000
		572	6500	CONSTRUCTI	SUNRISE PARK SOUTH IMPROVEMENTS CONSTRUCTION	650,000
		572	6500	CONSTRUCTI	SUNRISE PARK SOUTH IMPROVEMENTS GRANT ADMIN	16,700
		572	6500	CONSTRUCTI	SUNRISE PARK SOUTH IMPROVEMENTS CITY MATCH	150,000
301	FUND TOTAL					2,584,500

FUND DEPT/DIV ACTIVITY OBJECT DESCRIPTION DETAIL

Propose

460	3080	538	6300	INFRASTRUC	7TH ST STORMWATER OUTFALL CO	300,000
		538	6300	INFRASTRUC	FERNDAL ST DETENTION POND ENGINEERING ONLY CO	90,000
460	FUND TOTAL					390,000

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

FUND DEPT/DIV ACTIVITY OBJECT DESCRIPTION DETAIL								Proposed	
480	3010	533	6300	INFRASTRUC	WATER MAIN REP FLAMINGO & LAKEWOOD	IMPACT FEE	C	440,000	
		533	6400	MACHINERY	FORD F350 TO REPLACE DISTRIBUTION VEH #31				28,000
		533	6400	MACHINERY	(2) SCBA AIR PACKS AT \$3000 EACH				6,000
	3020	535	6300	INFRASTRUC	REHAB LS#1 W/GEN&ENGINEERING(IMPACT FEES)		CO	505,800	
		535	6300	INFRASTRUC	REHAB LS#7 + ENGINEERING		CO	315,000	
		535	6300	INFRASTRUC	TOP ROLLER REPLACEMENT (NORTH/SOUTH PRESSES)		CO	5,000	
		535	6300	INFRASTRUC	EQUALIZATION TANK MIXERS (4@\$20K) P2 PROJECT			80,000	
		535	6300	INFRASTRUC	REHABILITATION OF LS#3 + ENGINEERING			321,500	
		535	6400	MACHINERY	SIGMA SAMPLER			6,600	
		535	6400	MACHINERY	PROBES FOR BTUS			3,800	
		535	6400	MACHINERY	DR1900 REPLACEMENT FOR DR2010 HACH METER			4,000	
		535	6400	MACHINERY	DR3900 SIPPER KIT/DUAL PATH CELL REPL HACH METER			5,000	
		535	6400	MACHINERY	REPLACEMENT FOR METTLER AE100 BALANCE			4,000	
		535	6400	MACHINERY	SEEKER SYSTEM CAMERA FOR SEWER TRUCK			9,500	
		535	6500	CONSTRUCTI	GRAVITY MAIN REPLACEMENT FOR LS24 (RIO WAY)+CEI			170,000	
		480 FUND TOTAL							
FUND DEPT/DIV ACTIVITY OBJECT DESCRIPTION DETAIL								Propose	
487	3010	533	6300	INFRASTRUC	RAW WATER LINE RELOCATION DUE TO LPGA WIDENING			167,600	
487 FUND TOTAL								167,600	
GRAND TOTAL								11,989,200	

Attachment: FINAL BUDGET 17-18 (1766 : FY 17-18 Final Budget Adoption)

**City Commission**

1065 Ridgewood Ave
Holly Hill, FL 32117

SCHEDULED**PRESENTATION (ID # 1791)**

Meeting: 09/26/17 07:00 PM
Department: City Clerk
Category: Presentation
Prepared By: Valerie Manning
Initiator: Valerie Manning
Sponsors:

DOC ID: 1791

Presentation from the Florida League of Cities - City Commissioner Arthur J. Byrnes, District 1

Mark Sittig from the Florida League of Cities will be presenting an award to Commissioner Arthur J. Byrnes for his 20 years of service to the Holly Hill community.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: September 26, 2017
FROM: Valerie Manning
SUBJECT: Minutes - Special Meeting - September 8, 2017, Declaring a Local
State of Emergency - Hurricane Irma
NUMBER: (ID # 1787)
APPLICANT:
PLANNER:

DISCUSSION:

Minutes from the Special meeting held on September 8, 2017, Declaring a Local State of Emergency.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve minutes from September 8, 2017.

COMMISSION GOAL:

N/A

MOTION:

Approve minutes as submitted by staff.

- Minutes - Special Meeting - September 8, 2017 - Declaring A Local State of Emergency - Hurricane Irma (PDF)



CITY OF HOLLY HILL, FLORIDA

CITY COMMISSION

MINUTES • SEPTEMBER 8, 2017

City Commission Chamber

Special Meeting

4:00 PM

CITY HALL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

City Clerk's office: (386) 248-9441 - Fax: (386) 248-9448

1. CALL TO ORDER

a. Roll Call

Attendee Name	Title	Status	Arrived
Arthur J. Byrnes	District 1 - Commissioner	Present	
Penny Currie	District 2 - Commissioner	Present	
John C. Danio	District 3 - Commissioner	Present	
Chris Via	District 4 - Commissioner	Present	
John Penny	Mayor	Present	

2. DECLARING A LOCAL STATE OF EMERGENCY

1. Resolution

Resolution 2017-R-53 A Resolution of the City Commission of the City of Holly Hill, Florida, Declaring a Local State of Emergency; and Providing for Severability; and Providing for an Effective Date.

(Requested by Valerie Manning, City Clerk)

RESOLUTION 2017-R-53

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hurricane Irma is a major hurricane and is projected to impact within the corporate limits of the City of Holly Hill, Florida posing a severe threat to the health safety and wellbeing of its residents; and

WHEREAS, Governor Rick Scott issued Executive Order 17-235 declaring a State of Emergency for the State of Florida with regard to Hurricane Irma; and

WHEREAS, under the provisions of Florida Statute 252.38(5), local subdivisions have the authority to request state assistance or invoke emergency-related Mutual Aid assistance by declaring a state of local emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. The City Commission does hereby declare that a State of Emergency exists within the City of Holly Hill, Florida.

SECTION 2. The Holly Hill Comprehensive Emergency Management Plan shall be fully executed.

SECTION 3. The City Manager is formally directed to engage all City resources to provide such assistance as can be delivered, and to coordinate all departments to provide assistance and support for the protection of life and property, to assist and coordinate with other local, county, state and federal emergency management agencies, to order evacuations and curfews as necessary, and to take any and all emergency response actions required to safeguard life and property and ensure continuity of government services and operations within the City of Holly Hill, Florida.

SECTION 4. Under this State of Emergency, as provided in Florida Statute 252.38(5), the City Manager is hereby authorized to waive procedures and formalities otherwise required by law pertaining to:

To request state assistance or invoke emergency-related mutual-aid assistance by declaring a state of local emergency in the event of an emergency affecting only one political subdivision. The duration of each state of emergency declared locally is limited to 7 days; it may be extended, as necessary, in 7-day increments. Further, the political subdivision has the power and authority to waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community.
- b. Entering into contracts.
- c. Incurring obligations.
- d. Employment of permanent and temporary workers.
- e. Utilization of volunteer workers.
- f. Rental of equipment.

g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

h. Appropriation and expenditure of public funds.

SECTION 5. SEVERABILITY. If any section or portion of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

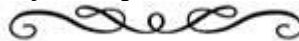
SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission, but shall expire seven (7) calendar days from the date of adoption.

Mayor Penny opened public participation. No one spoke.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 8th day of September, 2017, in Holly Hill



3. ADJOURNMENT

The Special meeting adjourned at approximately 4:15 PM.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 26, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-56 A Resolution of the City Commission of the City of Holly Hill, Florida, Awarding the Bid to DB Civil Construction to Perform the Project "7Th Street Drainage Improvements"; Approving the Agreement and Authorizing the City Manager to Execute the Agreement; and Providing for Severability; and Providing an Effective Date.
NUMBER: (ID # 1786)
APPLICANT:
PLANNER:

DISCUSSION:

The City of Holly Hill wishes to replace the existing pipe system which extends from Daytona Avenue and 7th Street intersection east to the Halifax River. This pipe is failing and undersized. The project will replace about 800 feet of existing 12-inch vitreous clay pipe, that is approximately 100 year old, with 18-inch HDPE pipe and reconstruct the basin structures.

Bids were opened on July 27, 2017 at 2:00 PM. The City received two (2) bids for this project. City staff and the City's consultant have performed a review of the bids. The lowest responsive responsible bidder for this project is DB Civil Construction, LLC with a Grand Total low bid of \$241,168.67. Attached is a spreadsheet breakdown of the bids received.

FISCAL ANALYSIS:

This project is fully funded as part of the 2017-18 budget in the Stormwater Fund, 460-3080-538-6300.

STAFF RECOMMENDATION:

Approve Resolution 2017-R-56 awarding the 7th Street Drainage Improvements contract to DB Civil Construction for the bid amount of \$241,168.67, approving the agreement and authorizing the City Manager to execute the agreement with DB Civil Construction for the project "7th Street Drainage Improvements."

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-56, AWARDING THE BID TO DB CIVIL CONSTRUCTION; APPROVING THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH DB CIVIL CONSTRUCTION TO PERFORM THE PROJECT 7TH STREET DRAINAGE IMPROVEMENTS AGREEMENT FOR THE BID AMOUNT OF \$241,168.67.

ATTACHMENTS:

- 16002 Bid Comparison (PDF)
- 16002003_Bid Award_ltr (PDF)
- 16002 CoHH Construction Contract (PDF)

Resolution No. (ID # 1786)**RESOLUTION 2017-R-56 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE BID TO DB CIVIL CONSTRUCTION TO PERFORM THE PROJECT "7TH STREET DRAINAGE IMPROVEMENTS"; APPROVING THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-56**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AWARDED THE BID TO DB CIVIL CONSTRUCTION TO PERFORM THE PROJECT "7TH STREET DRAINAGE IMPROVEMENTS"; APPROVING THE AGREEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has received sealed bids for the referenced project; and

WHEREAS, DB Civil Construction, LLC is the low bidder at \$241,168.67; and

WHEREAS, City staff and the City's consultant have performed a review of the bids and DB Civil Construction, LLC is the lowest responsive/responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby award the bid to lowest responsive responsible bidder, DB Civil Construction, LLC, to perform the project 7th Street Drainage Improvements.

SECTION 2. That the City Commission of the City of Holly Hill does hereby approve the agreement with DB Civil Construction, LLC to perform the project 7th Street Drainage Improvements for a price not to exceed \$241,168.67.

SECTION 3. That the City Manager of the City of Holly Hill is hereby authorized to execute the agreement with DB Civil Construction, LLC to perform the project 7th Street Drainage Improvements.

SECTION 4. SEVERABILITY. If any section or portion of a section of this

Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

**APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER,
2017.**

7th Street Drainage Improvements - RFP-16-SW-01 - ZC 16002
Bid Comparison

	Engineer's Estimate				DB Civil				MCG			
ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT	QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
Silt Fence	440	L.F.	\$3.00	\$1,320.00	560	L.F.	\$11.56	\$6,473.60	520	L.F.	\$2.00	\$1,040.00
Turbidity Barrier	50	L.F.	\$16.50	\$825.00	60	L.F.	\$15.32	\$919.20	100	L.F.	\$10.00	\$1,000.00
Connect to Existing Inlet	1	EA.	\$2,500.00	\$2,500.00	1	EA.	\$1,445.18	\$1,445.18	1	EA.	\$1,500.00	\$1,500.00
Connect to Existing Pipe	1	EA.	\$2,000.00	\$2,000.00	1	EA.	\$1,230.46	\$1,230.46	1	EA.	\$2,000.00	\$2,000.00
14" X 23" RCP CLASS III	84	L.F.	\$55.00	\$4,620.00	84	L.F.	\$110.87	\$9,313.08	84	L.F.	\$75.00	\$6,300.00
12" HDPE	19	L.F.	\$16.00	\$304.00	20	L.F.	\$39.40	\$788.00	20	L.F.	\$75.00	\$1,500.00
18" HDPE	319	L.F.	\$30.00	\$9,570.00	319	L.F.	\$34.45	\$10,989.55	320	L.F.	\$75.00	\$24,000.00
FDOT TYPE-J (5' dia) Manhole	1	EA.	\$4,000.00	\$4,000.00	1	EA.	\$2,001.57	\$2,001.57	1	EA.	\$7,500.00	\$7,500.00
'TYPE "C" INLET	2	EA.	\$2,000.00	\$4,000.00	3	EA.	\$747.23	\$2,241.69	1	EA.	\$4,800.00	\$4,800.00
'TYPE "C" INLET w/ Apron	2	EA.	\$2,500.00	\$5,000.00	1	EA.	\$1,198.78	\$1,198.78	3	EA.	\$8,000.00	\$24,000.00
Straight Concrete 18" Endwall	1	EA.	\$1,000.00	\$1,000.00	1	EA.	\$30,729.39	\$30,729.39	1	EA.	\$7,500.00	\$7,500.00
Directional Bore 18" HDPE	378	L.F.	\$200.00	\$75,600.00	1	L.F.	\$108,543.03	\$108,543.03	378	L.F.	\$350.00	\$132,300.00
Removal of 12" VCP	319	L.F.	\$40.00	\$12,760.00	746	L.F.	\$12.70	\$9,474.20	366	L.F.	\$8.00	\$2,928.00
18" Checkvalve	1	EA.	\$5,000.00	\$5,000.00	1	EA.	\$4,611.74	\$4,611.74	1	EA.	\$8,000.00	\$8,000.00
Milling	315	S.Y.	\$2.00	\$630.00	318	S.Y.	\$40.75	\$12,958.50	267	S.Y.	\$12.00	\$3,204.00
1.5" Asphalt SP-9.5	315	S.Y.	\$10.50	\$3,307.50	80	S.Y.	\$43.47	\$3,477.60	267	S.Y.	\$45.00	\$12,015.00
8" Recycled Concrete	68	S.Y.	\$10.00	\$680.00	80	S.Y.	\$44.31	\$3,544.80	45	S.Y.	\$50.00	\$2,250.00
12" Subbase Stabilized to LBR40- 98	68	S.Y.	\$3.50	\$238.00	80	S.Y.	\$42.80	\$3,424.00	50	S.Y.	\$45.00	\$2,250.00
6" Concrete Driveway	230	S.F.	\$3.50	\$805.00	235	S.F.	\$6.72	\$1,579.20	300	S.F.	\$55.00	\$16,500.00
4'x 4" Concrete Sidewalk	10	L.F.	\$14.00	\$140.00	10	L.F.	\$249.20	\$2,492.00	10	L.F.	\$55.00	\$550.00
8'x 4" Concrete Sidewalk	10	L.F.	\$17.00	\$170.00	12	L.F.	\$59.17	\$710.04	10	L.F.	\$55.00	\$550.00
Bahai Sod	500	S.Y.	\$2.50	\$1,250.00	789	S.Y.	\$6.52	\$5,144.28	940	S.Y.	\$6.50	\$6,110.00
Striping and Signage	1	L.S.	\$500.00	\$500.00	1	L.S.	\$1,126.92	\$1,126.92	1	L.S.	\$1,500.00	\$1,500.00
Traffic Control	1	L.S.	\$5,000.00	\$5,000.00	1	L.S.	\$4,106.18	\$4,106.18	1	L.S.	\$4,500.00	\$4,500.00
Mobilization	1	L.S.	\$7,500.00	\$7,500.00	1	L.S.	\$3,193.00	\$3,193.00	1	L.S.	\$12,100.00	\$12,100.00
Survey (As-Built, Staking, Etc.)	1	L.S.	\$10,000.00	\$10,000.00	1	L.S.	\$9,452.68	\$9,452.68	1	L.S.	\$7,980.00	\$7,980.00
Total	\$158,719.50				\$241,168.67				\$293,877.00			
Alternate 1: Water Relocation					\$6,104.39				Did not provide			

Attachment: 16002 Bid Comparison (1786 : 7Th St Drainage Improvements)

VIA EMAIL DELIVERY

August 14, 2017

Mr. Walt Smyser
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Re: 7th Street Drainage Improvements
City Contract Number: RFP-16-SW-01
ZC 16002

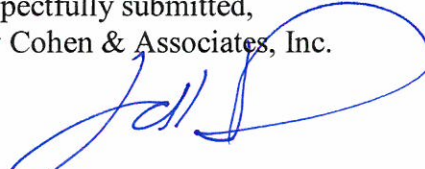
Dear Mr. Smyser:

Zev Cohen & Associates, Inc has performed a review of the bid tabulation associated with the above referenced bid opening that occurred on July 27, 2017 at 2:00 PM. The apparent low bidder for this project is **DB Civil Construction, LLC with a Grand Total low bid of \$241,168.67**. We have attached a spreadsheet breakdown of the bids received on this date. No corrections were made, thus the grand totals announced during the bid opening remain unchanged.

ZCA recommends award of the 7th Street Drainage Improvements contract to DB Civil Construction for the bid amount of \$241,168.67.

Should you require anything further from ZCA, please feel free to contact our office.

Respectfully submitted,
Zev Cohen & Associates, Inc.



Samuel C. Hamilton, Jr., P.E.
Senior Vice President

16002003

Cc: M. Dwight DuRant, P.E.
Samuel C. Hamilton, P.E.
Melia L. Russell, P.E.
FILE

**CITY OF HOLLY HILL, FLORIDA
CONTRACT WITH
DB CIVIL CONSTRUCTION, LLC
7TH STREET DRAINAGE IMPROVEMENTS
Project Number RFP-16-SW-01**

THIS Contract made and entered into the [REDACTED] day of [REDACTED], 20[REDACTED] by and between the CITY OF HOLLY HILL, FLORIDA, whose address is 1065 Ridgewood Ave., Holly Hill, Florida 32117, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and **CONTRACTOR NAME**, hereinafter referred to as to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the scope of work (see exhibit A); and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide construction services as subsequently specifically set out in Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such construction/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality construction/services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to this project and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor and construction/services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing construction/services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other service providers to provide the same construction/services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other service providers for CITY projects. The CITY reserves the right to select which construction/services provider shall provide construction/services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between construction/services providers.

(d) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(e) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order (See Exhibit B). The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.

(g) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(h) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY

for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all construction/services performed under this Agreement.

(i) Persons employed by the CONTRACTOR in the provision and performance of the construction/services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(j) No claim for construction/services furnished by the CONTRACTOR not specifically provided for herein or in a Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF CONSTRUCTION/SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide construction/services included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the construction/services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the construction/services as generally set forth and described in Exhibit "B" to this Agreement and specifically detailed in various Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: WORK ORDERS.

(a) The provision of construction/services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Work Order issued on a form provided by the CITY hereunder commencing the provision of construction/services. Additional construction/services to be performed by the CONTRACTOR to the CITY shall be authorized in written Work Orders issued by the CITY on a form provided by the CITY. Work Orders executed by the CITY shall include a detailed description of construction/services and a completion schedule. The CONTRACTOR shall review Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted.

(b) If the construction/services required to be performed are clearly defined, the Work Order shall be issued on a "LUMP SUM" or "UNIT PRICE" basis.

(1) "LUMP SUM": The CONTRACTOR shall perform all construction/services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated

therein. For Work Orders issued on a "Lump Sum", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to a percentage of the total construction/services actually completed.

(2) "UNIT PRICE": The CONTRACTOR shall perform all construction/services required by the Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed. In no event, shall the invoice amount exceed a percentage of the Line Item amount equal to a percentage of the total work actually completed. Add/deduct changes shall be calculated based upon the unit price submitted.

(c) If the construction/services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and may contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Not-to-Exceed amount. For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total construction/services actually completed.

(d) Each Work Order issued on a "Lump Sum" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order, but, if not prescribed, shall be ten percent (10%). If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(e) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any construction/construction/services rendered, the cost of the construction/construction/services, the name and address of the CONTRACTOR, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF CONSTRUCTION /SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the construction/services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the construction/services described in this Agreement and to be identified Work Orders and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the construction/services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of construction/services set forth in any particular Work Order.

(b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order (Exhibit C). Each Change Order shall include a schedule of completion for the construction/services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the construction/services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

(c) An Agreement between the parties on an execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule. Work to be completed as part of a Change Order is authorized only once the Change Order has been fully executed by the CITY and CONTRACTOR.

(d) In the event of inclement weather, requests for "rain days" must be submitted by the CONTRACTOR to the CITY in writing in the form of a change order request within 48 hours of the event. Failure to submit request within 48 hours will nullify consideration of the request.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all construction/services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee social security numbers, addresses and driver licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the construction/services. The CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other construction/services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other construction/services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required 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 and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the construction/services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all construction/services provided by the CONTRACTOR under the terms of this Agreement and each and every Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of construction/services under Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's construction/services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the construction/services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all construction/services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the construction/services provided and performed under this Agreement, timing of the CONTRACTOR's provision of construction/services, or a defect or change necessary in the construction/services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the construction/services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the

CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the construction/services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's construction/services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Work Order which assigns construction/services to be accomplished by the CONTRACTOR .

(b) The CONTRACT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment in accordance with the *Florida Prompt Payment Act*.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, purchase order number, and billing period.

(e) CONTRACTOR's final invoice shall be clearly marked as "final" and shall include final release of lien from each of the CONTRACTOR's subcontractors and suppliers.

(e) The *Florida Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed construction/services referenced in an invoice.

- (f) Invoices are to be forwarded directly to:

**Zev Cohen & Associates, Inc.
300 Interchange Blvd, Suite C
Ormond Beach, FL 32174**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of construction/services as described in this Agreement upon issuance of the Notice to Proceed. Notice to Proceed will be issued after the following conditions have been met: execution of this Agreement, issuance of a Purchase Order, execution of a Work Order issued by the CITY. The date of commencement indicated in the Notice to Proceed shall serve as the date of commencement for this project and shall serve as the start date for any liquidated damages.

(b) Liquidated damages for this project shall be \$1,000 (one thousand dollars) for each day the project continues past the completion date indicated in the Notice to Proceed or the amended completion date through a Change Order.

(c) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Work Orders as described in each Work Order. However, if the CONTRACTOR is delayed at any time in the provision of construction/services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the construction/services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

The initial term of this Agreement shall be for a period of [REDACTED] calendar days. The total work shall be substantially complete within [REDACTED] days and finally complete within [REDACTED] days. Working days will be permitted as [REDACTED]. Working hours are permitted as detailed in Holly Hill Code of Ordinances, Part II Code of Ordinances, Chapter 26 Environment, Article II Noise, Section 26-35.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

Walt Smyser
City of Holly Hill
453 LPGA Boulevard
Holly Hill, Florida 32117

(d) The CONTRACTOR's designated representative is:

Dalton Baylor
DB Civil Construction, LLC
1760 US 1
Ormond Beach, FL 32174

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Work Order for convenience at any time or this Agreement or any Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the construction/services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement. In the event of such cause, the

CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest.

(b) The CITY shall have the right to terminate this Agreement without cause with a thirty (30) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(c) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(d) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be not terminated.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the construction/services provided by the CONTRACTOR to the date of termination and any additional construction/services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all construction/services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's construction/services under any Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's construction/services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days

from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of construction/services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the construction/services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of construction/services hereunder are to be resumed, the CONTRACTOR shall continue to provide the construction/services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY AND INSURANCE.

(a) To the fullest extent permitted by law, the CONTRACTOR shall indemnify, hold harmless and defend the CITY, its agents, servants, officers, officials and employees, or any of them, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorneys fees and other legal costs such as those for paralegal, investigative, and legal support construction/services, and the actual costs incurred for expert witness testimony, arising out of or resulting from the performance or provision of construction/services required under this Agreement, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of the CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors. Additionally, the CONTRACTOR accepts responsibility for all damages resulting in any way related to the CONTRACTOR'S performance of work.

(b) In accordance with Section 725.06, *Florida Statutes*, adequate consideration has been provided to the CONTRACTOR for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged.

(c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, *Florida Statutes*.

(d) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(e) The execution of this Agreement by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement; provided, however, that the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

(f) The CONTRACTOR shall submit a report to the CITY within twenty-four (24) hours of the date he becomes aware of any incident resulting in damage or which is reasonably likely to result in a claim of damage.

SECTION 21: INSURANCE.

(a) The CONTRACTOR shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the City and with only such terms and conditions as may be acceptable to the CITY:

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees. The limits will be statutory limits for Worker's Compensation insurance and \$1,000,000 for Employer's Liability.

(2) Comprehensive General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury. The limits will not be less than \$1,000,000 Combined Single Limit (CDL) or its equivalent.

(3) Comprehensive Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

(b) All insurance other than Workers Compensation to be maintained by the CONTRACTOR shall specifically include the CITY as an additional insured.

(c) The CONTRACTOR shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work

Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement as Exhibit "D". Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including the CONTRACTOR's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, *Florida Statutes*, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with insurance acceptable to the CITY, the CONTRACTOR shall be deemed to be in default of this Agreement.

(d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

(e) The CONTRACTOR shall furnish Certificate of Insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by this Agreement.

(f) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONTRACTOR. There are no third party beneficiaries to this Agreement.

(g) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 22: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation

of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationality Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the construction/services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all construction/services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits city permits and no expense, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or construction/services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of construction/services under this Agreement. This includes the responsibility to record the Notice of Commencement and all bonds with the County Clerk of Court. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance construction/services under this Agreement and date

of final payment for said construction/services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which construction/services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any construction/services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the City of Holly Hill, Florida, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to construction/services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All construction/services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the construction/services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract “piggybacking” programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a) Any CONTRACTOR’s proposed subcontractors shall be submitted to the CITY and shall be shown as part of this contract Exhibit “E” prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications. Any alteration to the subcontractor list provided as Exhibit “E” shall be presented to the City in writing in the form of a Change Order and approved prior to the CONTRACTOR entering into a subcontract.

(b) Substitution or addition of any Subcontractor without an approved Change Order may result in the CONTRACT being void. Subcontractors are not authorized to have subcontractor agreements without an approved Change Order.

(c) The CONTRACTOR shall coordinate the provision of construction/services and work product of any CITY approved subcontractors, and remain fully responsible for such construction/services and work under the terms of this Agreement.

(d) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR’s duties commensurately with the CONTRACTOR’s duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

(e) The CONTRACTOR and subcontractors shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Seveth Judicial Circuit Court in and for Volusia County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTERGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

Joseph Forte
City Manager
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

For the CONTRACTOR:

Dalton Baylor
General Manager
DB Civil Construction, LLC
1760 US 1
Ormond Beach, FL 32174

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS AND ATTACHMENTS.

Each exhibit and/or attachment referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and/or attachment and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of

voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commission taking action on the _____ day of _____, 20____ and _____ the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

CONTRACTOR NAME

By:

By: _____
Witness for: *Dalton Baylor*.

Dalton Baylor, General Manager

Date: _____

ATTEST:

City of Holly Hill, Florida

By:

Valerie Manning, City Clerk

Joseph Forte, City Manager

Date: _____

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

SCOPE OF WORK

Exhibit A

This project involves the replacement of the existing stormwater system along 7th Street from Daytona Avenue eastward to the Halifax River. The construction will occur in close proximity to existing residential homes and will therefore require contractors to use caution during construction in order to minimize the disturbance to the surrounding areas. See the Final Engineering Plans for details.

WORK ORDER FORM

Exhibit B

CITY OF HOLLY HILL

WORK ORDER

FOR: The replacement of the existing stormwater system along 7th Street from Daytona Avenue eastward to the Halifax River. The construction will occur in close proximity to existing residential homes and will therefore require contractors to use caution during construction in order to minimize the disturbance to the surrounding areas. See the Final Engineering Plans for details.

WORK ORDER NO.: 1

Purchase Order No. [REDACTED]

PROJECT: 7th Street Drainage Improvements

CONTRACTOR: DB Civil Construction, LLC

Execution of the Work Order by the CITY shall serve as authorization for the CONTRACTOR to provide for the above project, construction/services as set out in the Scope of Work attached as Exhibit "A," to that certain Agreement dated [REDACTED], 20[REDACTED] between the CITY and the CONTRACTOR and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

- [] DRAWINGS/PLANS/SPECIFICATIONS
- [] SCOPE OF CONSTRUCTION/SERVICES
- [] SPECIAL CONDITIONS
- [] _____

The CONTRACTOR shall provide said construction/services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon issuance of a Notice to Proceed by the CITY and shall be completed within [REDACTED] days.

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

METHOD OF COMPENSATION:

(a) This Work Order is issued on a:

- ☒ LUMP SUM
- ☐ TIME BASIS METHOD WITH A NOT-TO- EXCEED AMOUNT
- ☐ TIME BASIS METHOD WITH A LIMITATION OF FUNDS AMOUNT
- ☐ UNIT PRICE

(b) If the compensation is based on a "LUMP SUM," then the CONTRACTOR shall perform all construction/services required by this Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated LUMP SUM amount stated therein. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Lump Sum amount equal to the percentage of the total construction/services actually completed. In no event shall the CONTRACTOR be paid more than the LUMP SUM Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then the CONTRACTOR shall perform all work required by this Work Order for a sum not exceeding _____ DOLLARS (\$_____). The CONTRACTOR'S compensation shall be based on the actual work required by this Work Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then the CONTRACTOR is not authorized to exceed the Limitation of Funds amount of _____ DOLLARS (\$_____) without prior written approval of the CITY. Such approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on this Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The CITY shall compensate the CONTRACTOR for the actual work performed under this Work Order.

(e) If the compensation is based on a "UNIT PRICE," then the CONTRACTOR shall perform all construction/services by this Work Order based upon the unit price submitted in the CONTRACTOR'S bid. The CONTRACTOR may invoice the amount due based on the percentage of total Work Order construction/services actually performed and completed; not more than once monthly.

(f) Payment to the CONTRACTOR shall be made by the CITY in strict accordance with the payment terms of the above-referenced Agreement. Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for construction/construction/services furnished, but not more than once monthly. 10% retainage shall be deducted from each submitted invoice to be paid to the CONTRACTOR as the final payment after lien waivers have been furnished.

(g) It is expressly understood by the CONTRACTOR that this Work Order, until executed by the CITY, does not authorize the performance of any construction/services by the CONTRACTOR and that the CITY, prior to its execution of the Work Order, reserves the right to authorize a party other than the CONTRACTOR to perform the construction/services called for under this Work Order if it is determined that to do so is in the best interest of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on the respective dates under each signature: the CITY through its City Commission taking action on [REDACTED], 20[REDACTED], and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Corporate Secretary or Witness

Dalton Baylor, General Manager

Date: _____

ATTEST:

Valerie Manning, City Clerk

CITY OF HOLLY HILL

Joseph Forte,
City Manager

Date: _____

CHANGE ORDER **Exhibit C**

CITY OF HOLLY HILL CONTRACT CHANGE ORDER – Project Name

CHANGE ORDER NO.: _____

DATE: _____

CONTRACTOR: CONTRACTOR NAME

OWNER: CITY OF HOLLY HILL

AGREEMENT DATE: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Original CONTRACT PRICE \$ _____

Current CONTRACT PRICE ADJUSTED by previous CHANGE ORDER* \$ _____

Net (Increase) Resulting from this CHANGE ORDER \$ _____

The current CONTRACT PRICE including this CHANGE ORDER \$ _____

ORIGINAL CONTRACT TIME: _____ Date: _____

Current CONTRACT TIME adjusted by previous CHANGE ORDERS* Date: _____

Net (Increase) Resulting from this CHANGE ORDER Days: _____

Current CONTRACT TIME including this CHANGE ORDER _____ Date _____

CHANGES ORDERED:

1. for work at outlined on correspondence attached dated.
- 2.
- 3.

I. GENERAL

This Change Order is necessary to cover changes in the Work to be performed under this Contract. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS apply to and govern all Work under this Change Order.

II. REQUIRED CHANGES

- 1.
- 2.
- 3.

III. JUSTIFICATION

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

- 1.
- 2.
- 3.

IV. PAYMENT

There will be no changes in the method of payment from the original contract.

V. NARRATIVE OF NEGOTIATIONS

Quotes received.

VI. APPROVAL AND CHANGE AUTHORIZATION

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided therein.

CONTRACTOR acknowledges, by its execution and acceptance of this Change Order, that the adjustments in Contract Price and Time shown hereon constitute full and complete compensation and satisfaction for all costs and modifications or performance time incurred by the CONTRACTOR as a result of this Change Order. No other claim for increased costs of performance or modifications of time will be granted by the OWNER for the Work covered by this Change Order. The CONTRACTOR hereby waives and releases any further claims for cost or time against the OWNER arising from or relating to the matters or Work set forth or contemplated by this Change Order.

RECOMMENDED BY:

ACCEPTED BY:

Project Manager, City of Holly Hill

Name, Title:

Date: _____

Date: _____

Title: _____

.....
APPROVED BY: City of Holly Hill, Florida

By: _____
Joseph Forte, City Manager

Date: _____

CERTIFICATES OF INSURANCE
Exhibit D

LIST OF SUBCONTRACTORS
Exhibit E

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

PERFORMANCE BOND
Exhibit F

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

REQUEST FOR PROPOSALS
Exhibit G

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

BID BOND
Exhibit H

**REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND
CERTIFICATION**

(W-9 Form)

Exhibit I

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

HOLLY HILL COMMISSION RESOLUTION
Exhibit J

Attachment: 16002 CoHH Construction Contract (1786 : 7Th St Drainage Improvements)

CONTRACT SUM
Exhibit K

Contract Sum Accepted by CITY is as follows:

Bid: \$241,168.67

See attached bid forms submitted by CONTRACTOR.



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 26, 2017
FROM: Mark Juliano
SUBJECT: Resolution 2017-R-57 A Resolution of the City Commission of the City of Holly Hill, Florida, Approving Price Agreements for the Purchase of the Fiscal Year 2017-2018 Supply of Water and Waste Water Treatment Chemicals for the Public Works Department and Authorize the City Manager to Execute Any Necessary Price Agreements; and Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1788)
APPLICANT:
PLANNER:

DISCUSSION:

The City's Public Works Department utilizes various chemicals for the treatment of water and wastewater and purchases the chemicals through various procurement methods.

Renewal of FY 2017 Chemical Supply Contracts

The City participates in an annual cooperative bid coordinated by the City of Palm Coast. Staff has determined renewal of the contracts under the annual cooperative Bid #ITB-PW-U-16-14 is the best option for the City. Staff recommends that the City Commission approve the following price agreements as per the annual cooperative bid for FY 2017-18:

Chemical	Vendor	Price
Liquid Aluminum Sulfate	Thatcher Chemical of Florida, Inc.	\$180.97/ton
Liquid Chlorine	Allied Universal Corp.	\$458.40/ton
Gaseous Sulfur Dioxide	Allied Universal Corp.	\$623.40/ton
23% Hydrofluosilicic Acid	Hawkins Inc..	\$3.09/gallon
High Calcium Quicklime	Carmeuse Lime Inc.	\$214.21/ton
Liquid Carbon Dioxide	Airgas Carbonic Inc.	\$380.00/ton

Piggyback Agreements

The City of Stuart, FL holds an agreement with a vendor to provide their annual supply of ammonia. This vendor has offered to provide this product to Holly Hill under the same competitively bid price agreement, Bid #2015-293, they have with the City of Stuart. This agreement has been extended through September 30, 2017. This chemical is recommended to be purchased under this agreement as follows:

Chemical	Vendor	Price
-----------------	---------------	--------------

Anhydrous Ammonia	Tanner Industries, Inc.	\$0.77/pound
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Sole Source Suppliers

In some cases, standardization is in the best interest of the City due to additional costs for product testing, maintaining consistent plant chemistry, product storage, availability or other factors. This is the case with polymer (coagulants) products utilized in the waste water treatment plant and the aqua gold (corrosion inhibitor) utilized in the water treatment plant. Therefore, the following chemicals are recommended as sole source pricing agreements:

Chemical	Vendor	Price
FBS - 10910 Polymer	Fort Bend Services, Inc.	\$652.50/drum
Praestol K260FL Polymer	Solenis LLC	\$1.44/pound
Aqua Gold 170	Dave Symonds & Associates Inc.	\$657/drum

FISCAL ANALYSIS:

The expenditures related to the purchase of chemicals are fully budgeted in the utilities budget covering both the water and sewer divisions. The actual amount of expenditures for the above chemicals will vary with use throughout the year as required by the different treatment processes. Funds are budgeted through the respective operating supplies accounts for both water and sewer

STAFF RECOMMENDATION:

Approve Resolution 2017-R-57 and approve price agreements for the purchase of Fiscal Year 2017 supply of water and waste water treatment chemicals for the Public Works Department and authorize the City Manager to execute necessary price agreements.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION

APPROVE RESOLUTION 2017-R-57, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2017-18 SUPPLY OF WATER AND WASTE WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS.

ATTACHMENTS:

- AIRGAS USA LLC SOUTH REGION (PDF)
- Bid Tabulation ITB-U-16-14 Chemical (XLSX)
- CARMEUSE LIME & STONE (PDF)
- ITB-U-16-14 ALLIED UNIVERSAL CORPORATION (PDF)
- SOLENIS LLC (PDF)
- THATCHER CHEMICAL OF FLORIDA INC (PDF)
- Project Manual (contract) 666-7099(PDF)
- FBS Sole Source (PDF)
- Solenis Price Extension (PDF)

Resolution No. (ID # 1788)

RESOLUTION 2017-R-57 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2017-2018 SUPPLY OF WATER AND WASTE WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-57

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, APPROVING PRICE AGREEMENTS FOR THE PURCHASE OF THE FISCAL YEAR 2017-18 SUPPLY OF WATER AND WASTE WATER TREATMENT CHEMICALS FOR THE PUBLIC WORKS DEPARTMENT AND AUTHORIZE THE CITY MANAGER TO EXECUTE ANY NECESSARY PRICE AGREEMENTS; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Holly Hill is in need of chemicals for water and waste water treatment; and

WHEREAS, the City has secured pricing agreements utilizing various procurement methods permitted under the City's purchasing guidelines; and

WHEREAS, By section 30-71 of the Holly Hill Code of Ordinances; "Where there is a single source, where standardization is determined to be in the best interest of the city, or where solicitation of bids is otherwise deemed to be inappropriate, the purchase of supplies, equipment and contractual services may be made by negotiation without regard to the cost. Negotiated contracts with a cost in excess of \$25,000.00 must be approved by the City Commission prior to execution by the city"; and

WHEREAS, the City Commission approves the price agreements for the purchase of Fiscal Year 2017-18 supply of water and waste water treatment chemicals for the Public Works Department.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. That the City Commission does hereby approve price agreements

for the purchase of the Fiscal Year 2017 supply of water and waste water treatment chemicals for the Public Works Department and authorizes the City Manager to execute any necessary price agreements.

SECTION 2. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2017.

ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: June 29, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Updates & Revised Bid Form

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that Flagler County Board of County Commissioners will not be a part of this bid, however, the City of St. Augustine will be part of the Co-op.
2. **The bid form has been updated for the City of Palm Coast, the following changes were made**
 - Dense Sodium Carbonate (Soda Ash) – **has been removed.**
 - Sodium Hydroxide (Caustic) – **has been added.**
 - Scale Inhibitor – **has been added.**
3. Please use the updated Bid form on the following two pages to include the above changes.

Acknowledgment:

 7-25-16
 Signature and Date

JERRY STANLEY SALES DIRECTOR

Printed Name and Title

AIRGAS USA, LLC SOUTH REGION

Company Name

END OF ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 2

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 1, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Updates – Chemicals – Sodium Hydroxide & Scale Inhibitor (City of Palm Coast)

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

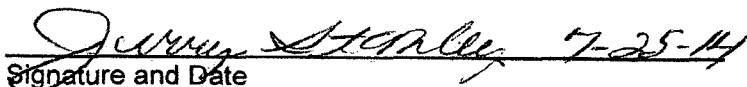
Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that per Addendum #1, Sodium Hydroxide (Caustic) and Scale Inhibitor were added for the City of Palm Coast, specifications for both are on the following pages.

Acknowledgment:

 7-25-14
Signature and Date

JERRY STANLEY SALES DIRECTOR
Printed Name and Title

AIRGAS USA, LLC SOUTH REGION
Company Name

END OF ADDENDUM NO. 2

ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 13, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

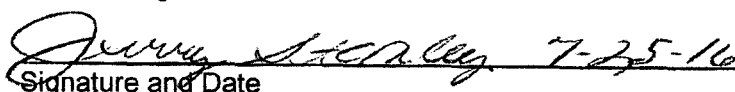
Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** If we take exceptions to items contained in your bid and offer up alternative language, will be deemed non-responsive? **Answer:** Please send your question/exception/alternative language, and it will be reviewed, and put in a subsequent addendum if approved or not.
2. **Question:** If bidding a price for a certain chemical, does the supplier have the supply all sites that require the chemical. **Answer:** For the City of Palm Coast, the answer would be yes.
3. **Question:** On item #36 – OrthoPhosphate: What are the specifications for the product; i.e. - % orthophosphate (PO₄), % polyphosphate (PO₄), Total PO₄, Specific Gravity, pH, etc. What is the name of the product in use now? **Answer:** The City of St. Augustine currently uses a 2050 blend, the specific gravity is 1.438 at 75 degrees, a pH of 6.16, & Harcross chemical co. was our supplier.
4. **Question:** May I have the name of the winner of the last bid/supplier, the product name and the price for items #2, 17, 25, 27 & 36. **Answer:** Please see the attached bid tabulation from the last co-op bid.
5. **Please be advised of the following cost for the City of St. Augustine and City of Edgewater:**

<u>City of St. Augustine</u>	<u>Pricing:</u>	<u>Supplier</u>
Item # 33 – Antiscalant- approx. 275 gal per tote	\$1,639.85	Harcross
Item # 36 – Orthophosphate – approx. 275 gals per tote	\$1,491.20	Harcross
<u>City of Edgewater</u>		
Item#2 – Corrosion Inhibitor – 1,000 – 3,000 gals	\$6.95	Hawkins

Acknowledgment:

 7-25-16
Signature and Date

JERRY STANLEY SALES DIRECTOR

Printed Name and Title

AIRGAS USA, LLC SOUTH REGION

Company Name

END OF ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

3. **Question:** We would like to confirm that the Liquid Carbon Dioxide storage tank at St. Augustine is 4,500 lb and the annual bid volume is 12,000 lbs. Is this correct? **Answer:** This is correct.

Acknowledgment:

Jerry Stanley 7-25-16
Signature and Date

JERRY STANLEY SALES DIRECTOR
Printed Name and Title

AIRGAS USA, LLC SOUTH REGION
Company Name

END OF ADDENDUM NO. 4

Attachment: AIRGAS USA LLC SOUTH REGION (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

ADDENDUM NO. 4

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 19, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Will I need to submit a bid bond for each City that we are submitting bids to that are over \$100,000?? Or will only one bid bond made out to the City of Palm Coast Co-op be required. **Answer:** There will be a different bid bond for each entity that bid is over \$100,000.
2. **Question:** Please review below and provide clarification as soon as possible.

City of Edgewater:

Specification of Material

"Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10-85 percent hypochlorite by weight)"

The city needs to provide clarification to the 10-85 percent hypochlorite by weight.

City of St. Augustine

Specification of Material

A) Specifications for Sodium Hypochlorite are described as it was Sodium Hydroxide instead.

B) Also the issue with the annual volume of 5,000 gallons vs. 520,000 gallons.

C) Minimum delivery amounts of 10,000 gallons is incorrect.

Answer: City of Edgewater – This should read as follows: - "Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent hypochlorite by weight)" **Answer: City of St. Augustine** – The above specification of material is correct.

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

Attachment: AIRGAS USA LLC SOUTH REGION (1788 : Fiscal Year 2017-18 Water and Waste Treatment Chemicals)

6. **Question:** As per the directions from the published addendum, Praxiar has listed its exceptions to the terms & conditions contained in City of Oviedo's sample contract. **Answer:** The City of Oviedo will not agree to any modifications or revisions to the Goods and Services Agreement.

Acknowledgment:

Jerry Stanley 7-25-16
Signature and Date

JERRY STANLEY SALES DIRECTOR
Printed Name and Title

AIRGAS USA, LLC SOUTH REGION
Company Name

END OF ADDENDUM NO. 5

Attachment: AIRGAS USA LLC SOUTH REGION (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

ADDENDUM NO. 5

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 25, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Might it be possible to get the incumbent supplier and pricing for Caustic Soda 25% used at the city of St. Augustine? **Answer:** CAUSTIC SODA IS BEING PURCHASED FROM BRENNTAG CHEMICALS.
2. **Question:** Might you be able to confirm annual usage and typically order quantity for Caustic Soda 25% used at the city of St. Augustine? The specification has a few inconsistencies. **Answer:** ORDER EVERY THREE MONTHS. ANNUALLY WE RECEIVE FOUR FULL TRUCKLOADS. EACH LOAD IS 5,000 GALLONS.
3. **Question:** Would it be possible to get additional specification info for the Antiscalant requested for the city of St. Augustine (pH, specific gravity, etc.)? Also, the specification states the product must be "either Rayon or Membrane grade" and "Caustic will be delivered as (price per gallon)." I assume this is a typo but would like to confirm. **Answer:** ANTISCALANT DATA IS, SPECIFIC GRAVITY : 1.03-1.07 G/ML , PH OF SOLUTION : 2.5-4.0 , PERCENT VOLATILE:30-40%.
4. **Question:** Might it be possible to get the min PO4 requirement for the orthophosphate for the city of St. Augustine? **Answer:** THE ANNUAL ORDER IS FOUR, 275 GALLON TOTES.
5. **Question:** In reviewing the specification for orthophosphate at St. Augustine, it was stated the material is a 20/50 poly/ortho blend. This ratio should add up to 100%, not 70%. Might you be able to clarify? Without additional clarification, it will be impossible to determine our equivalent short of onsite testing. **Answer:** THE SPECIFICATION ON THE LABEL IS 20% ORTHOPHOSPHATE AND 50% POLY.

Attachment: AIRGAS USA LLC SOUTH REGION (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater



Submit Bid To: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164	INVITATION TO BID and Bidder Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	ITB-PW-U-16-14 Co-Op Annual Supply of Chemicals for Water and Wastewater
Pre-Bid Date: N/A Pre-Bid Time: N/A Bid Due Date: July 27, 2016 Bid Due Time: 2:00pm	Location of Public Opening: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164
Bidder's Name: Airgas USA, LLC South Region	Federal Employer ID Number or SS Number: 56-0732648
Business Address: 5249 Tampa West Blvd. City: Tampa, State: Florida Zip: 33634	If returning as "No Submittal", please return only this page and state why:
Type of Entity: (Circle one) Corporation Partnership <u>LLC</u> Proprietorship Joint Venture Other	Name: Jerry Stanley Title: Sales Manager Date: 7/15/2016
Incorporated in the State of: Telephone Number: 813-933-0663 Toll Free Telephone Number: Fax Number: E-mail: Jerry.Stanley@Airgas.com	 Authorized Signature

The Applicant is expected to completely analyze the information contained in this Invitation to Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Section 4 –
Price Schedule

Project: Co-Op Annual Supply of Chemicals for Water and Wastewater

City Contract Number: ITB-PW-U-16-14

Name of Bidder: Airgas USA, LLC South Region

Mailing Address: P.O. Box 17144 Tampa, FL 33682

Street Address: 5249 Tampa West Blvd.

City/State/Zip: Tampa, FL 33634

Phone Number: (813) 933-0663 Cell 813-220-8881

FAX Number: (813) 935-1434

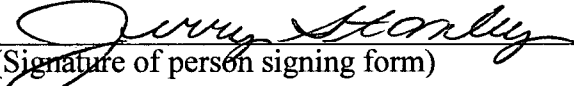
ALL PRICES F.O.B. PALM COAST

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____ (which must be turned in with the bid), on file at the Purchasing & Contract Management Division for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 15th day of July, 2016.

Airgas USA, LLC South Region
(Name of Bidding Firm)


(Signature of person signing form)

Jerry Stanley
(Printed name of person signing form)

Regional Sales Manager
(Title of person signing form)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

BID FORM

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes, or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use to the specified Governmental Entity.**

CITY OF EDGEWATER			
Item	Description	Unit of Measure	Unit Cost
1	AMMONIUM SULFATE - approx. 7,000 gallons	gal.	\$
2	COROSION INHIBITOR - approx 1,000 - 3,000 gallons	gal.	\$
3	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,400 tons	ton	\$
4	LIQUID ALUMINUM SULFATE - approx. 30,000 gallons	gal.	\$
5	LIQUID CARBON DIOXIDE - approx. 250 - 400 tons	ton	\$ 260.00 / Ton
6	LIQUID FERRIC SULFATE - approx. 11,000 gallons	gal.	\$
7	LIQUID SODIUM BIOSULFITE - approx. 10,000 gallons	gal.	\$
8	POLYMER - 45 - 55 Drums	drums	\$
9	LIQUID SODIUM HYPOCHLORITE - approx. 116,000 gallons	gal.	\$
CITY OF FLAGLER BEACH			
Item	Description	Unit of Measure	Unit Cost
10	SULFURIC ACID 93% - approx. 46 tons	ton	\$
CITY OF HOLLY HILL			
Item	Description	Unit of Measure	Unit Cost
11	HIGH CALCIUM BULK QUICKLIME - approx. 400 tons	ton	\$
12	23% HYDROFLUOSILICIC ACID (HFS) - approx. 2,500 gallons	gal.	\$
13	LIQUID ALUMINUM SULFATE - approx. 190 tons	ton	\$
14	LIQUID CARBON DIOXIDE - approx. 32 tons	ton	\$ 380.00 / Ton
15	LIQUID CHLORINE (one-ton cylinders) - approx. 52 tons	ton	\$
16	SULFUR DIOXIDE (one-ton cylinders) - approx. 15 tons	ton	\$
17	SOLID ANIONIC POLYMER - approx. 600 - 1,000 pounds	lb.	\$

CITY OF OVIEDO

Item	Description	Unit of Measure	Unit Cost
18	AMMONIA HYDROXIDE 19% (bulk) - approx. 14,400 gallons	gal.	\$
19	CARBONIC DIOXIDE (LIQUID CO2) - approx. 480,000 pounds	lb.	\$ 0.1275 lb.
20	FLUORIDE 23% - approx. 8,400 gallons	gal.	\$
21	SODIUM HYDROXIDE 50% - approx. 54,500 gallons	gal.	\$
22	SODIUM HYPOCHLORITE 12.5% (10% by weight = 12.5% by trade) - approx. 280,000 gallons	gal.	\$
23	SULFURIC ACID SPECIFICATION (93%) - approx. 8,400 gallons	gal.	\$

CITY OF PALM COAST

Item	Description	Unit of Measure	Unit Cost
24	AMMONIUM SULFATE SOLUTION - approx. 30,000 gallons	gal.	\$
25	CORROSION INHIBITOR (Polyorthophosphate 70/30 blend) - approx. 12,000 gallons	gal.	\$
26	DENSE SODIUM CARBONATE (Soda Ash) - approx. 60 tons	ton	\$
27	LIQUID POLYMER - approx. 30 - 38 totes (2,300 lbs. per tote)	tote	\$
28	SODIUM HYPOCHLORITE - approx. 450,000 gallons	gal.	\$
29	ALUMINUM CHLORHYDRATE - approx. 130,000 lbs.	lb.	\$
30	SULFURIC ACID (93%) - approx. 1,000 gallons	gal.	\$
31	SULFURIC ACID (50%) - approx. 7,100 gallons	gal.	\$

CITY OF ST. AUGUSTINE

Item	Description	Unit of Measure	Unit Cost
32	ANYDROUS AMMONIA - approx. 3,500 lbs.	lb.	\$
33	ANTISCALANT - approx. 275. per tote	tote	\$
34	CALCIUM HYPOCHLORITE (HTH) - approx. 2,000 lbs.	lb.	\$
35	CARBON DIOXIDE - approx. 4,000 lbs.	lb.	\$ 0.2450 lb.
36	ORTHOPHOSPAHTE - approx. 275 gals (per tote)	tote	\$
37	QUICKLIME GRANULAR - approx. 20 tons	ton	\$
38	SODIUM HYDROXIDE - approx. 625 wet tons.	ton	
39	SODIUM HYPOCHLORITE - approx. 5,000 gals	gal.	
40	SULFURIC ACID - approx. 4,500 gals	gal.	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment A Conflict of Interest Statement (Continued)

10 In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this 15th day of July, 2016.

Jerry Stanley
Signature of Affiant

Jerry Stanley
Typed/Printed Name of Affiant

Regional Sales Manager
Title

Sworn to and subscribed before me this 15th day of July, 2016.

Personally known or produced identification _____ (type of identification).

Notary Public - State of Florida

Donna M. Ritchie

My commission expires _____



(Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment B

Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to the City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specify which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City of Palm Coast in the event we are forced to litigate the public records status of the company's documents.

The City shall make final determinations as to Public Records Law Compliance.

Company Name: Airgas USA, LLC South Region

Authorized representative (printed): Jerry Stanley

Authorized representative (signature): 

Date: July 15, 2016

Project: *ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater*

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment C Bidder's Certification

I have carefully examined the Invitation To Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of these Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation To Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Purchasing & Contracts Division prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Palm Coast or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: Airgas USA, LLC South Region

By: Jerry Stanley

Jerry Stanley
Signature

Jerry Stanley Regional Sales Manager
Name & Title, Typed or Printed

PO Box 17144
Mailing Address
Tampa, Florida 33682

City, State, Zip Code

813-933-0663
Telephone Number

Sworn to and subscribed before me

This 15th day of July 2016

Donna M. Ritchie
Signature of Notary (& Stamp)

Notary Public, State of Florida

Personally Known or

Produced Identification



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment D Drug-Free Work Place Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Airgas USA, LLC does:
 (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 Signature

Jerry Stanley
 Print Name & Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: AIRGAS USA LLC SOUTH REGION (1788 : Fiscal Year 2017-18 Water and Waste Treatment Chemicals)

Attachment E Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: Airgas USA, LLC South Region

Signature: *Jerry Stanley*

Printed Name: Jerry Stanley

Title: Regional Sales Manager

Date: July 15, 2016

Affix Corporate Seal

STATE OF Florida)
) ss
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 15th day of July, 2016, by Jerry Stanley of Airgas USA LLC firm), on behalf of the firm. He/She is personally known to me or has produced identification.

(Seal)

Donna M. Ritchie
Print Name Donna M. Ritchie
Notary Public in and for the County and State Aforementioned
My commission expires: _____



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

GOVERNMENT WATER TREATMENT PLANT	SHIP TO ADDRESS	SHIP TO CITY	STATE	ZIP	CONTACT
CITY OF DELRAY	200 SW 7TH ST	DELRAY BEACH	FL	33444	JOHN BULLARD 561-243-7115
CITY OF EDGEWATER WATER PLANT	3315 STATE ROAD 442	EDGEWATER	FL	32132	BOB POLIZZI 386-424-2490 EXT. 4031
CITY OF FT MYERS	2751 JACKSONVILLE ST	FORT MYERS	FL	33916	DEBRA KEARNS 239-321-7238
CITY OF HOLLY HILL	453 LPGA BLVD	DAYTONA BEACH	FL	32117	ROBERT KASPRACK 386-248-9463
CITY OF MELBOURNE	5985 LAKE WASHINGTON RD	MELBOURNE	FL	32934	KAREN SMITH 321-953-6353
CITY OF NAPLES	1000 FLEISCHMANN BLVD	NAPLES	FL	34102	JED SECORY 239-213-7101
CITY OF OCALA WATER TREATMENT PLANT	1808 NE 36TH AVE	OCALA	FL	34470	CORRIN FITEMONS 352-629-8364
CITY OF OVIEDO WATER TREATMENT PLANT	250 W MITCHELL HAMMOCK RD	OVIEDO	FL	32765	SUSAN SHEIKH 407-971-5650
CITY OF POMPADNO BEACH	301 NE 12TH AVE	POMPADNO BEACH	FL	33060	CASSANDRA LEMASURIER 954-786-4098
CITY OF PORT ORANGE - GARNSEY PLANT	4400 WELFIELD DR	PORT ORANGE	FL	32129	JULIA WIGGINS 386-506-5751
CITY OF WEST PALM BEACH	1009 BANYAN BLVD	WEST PALM BEACH	FL	33401	SANDRA FELICIANO 561-822-2290
COLLIER COUNTY	3851 CITY GATE DR	NAPLES	FL	34117	BRENDA REAVES 239-252-6020
GAINESVILLE REGIONAL UTIL - DEERHAVEN GENERATING	10001 NW 13TH ST	GAINESVILLE	FL	32653	TERESA WILLIAMS 352-393-1210
GAINESVILLE REGIONAL UTIL - MURPHREE WATER TRTMT	1600 NE 53RD AVE	GAINESVILLE	FL	32609	TERESA WILLIAMS 352-393-1210
LEE COUNTY NORTH LEE WATER PLANT	18250 DURRANCE RD	NORTH FORT MYERS	FL	33917	DIANA KHAN 239-533-5450
MANATEE COUNTY WATER TREATMENT	18315 DAM RD	BRADENTON	FL	34202	DAVID RODRIGUEZ 941-798-6704
TAMPA BAY WATER	2575 ENTERPRISE ROAD	CLEARWATER	FL	33673	STACY GUNDRY 727-669-4825

Attachment F References

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

1 Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ FAX Number _____
 Duration of Contract or business relationship _____

1 Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ FAX Number _____
 Duration of Contract or business relationship _____

1 Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ FAX Number _____
 Duration of Contract or business relationship _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment G Identical Tie Proposals

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 AUTHORIZED SIGNATURE

Airgas USA, LLC South Region

COMPANY

July 15, 2016

DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment H

Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

Attachment: AIRGAS USA LLC SOUTH REGION (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

The undersigned firm agrees to obtain prior to award, if selected, Professional Liability Insurance, Worker's Compensation and General Liability in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Airgas USA, LLC South Region

PROPOSER/BIDDER


 AUTHORIZED SIGNATURE

Regional Sales Manager

OFFICER TITLE

July 15, 2016

DATE

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID
 FOR THE CITY OF OVIEDO**

Attachment I
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

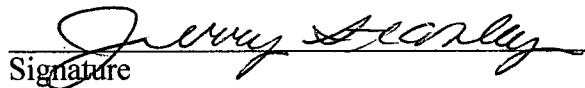
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Airgas USA, LLC South Region

Organization Name

Jerry Stanley Regional Sales Manager

Name and Title of Authorized Representative


 Signature

7/15/2016

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

South Division
**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Airgas, Inc.	
2 Business name/disregarded entity name, if different from above Airgas USA, LLC	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) E (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) P.O. Box 532609	Requester's name and address (optional)
6 City, state, and ZIP code Atlanta, GA 30353-2609	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
5	6	-	0	7	3	2	6	4	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/11/2010
-----------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

*Federal regulations require use of Airgas, Inc.'s federal identification number for form W-9 issued on behalf of Airgas USA, LLC. EIN 45-3153734

NON-COLLUSION AFFIDAVIT OF BIDDER

STATE OF Florida

COUNTY OF Hillsborough

Jerry Stanley, being duly sworn, deposes and says that:

1. He/She is Regional Sales Manager of Airgas USA, LLC, the bidder

Title
Company Name

 that has submitted the attached bid;
2. He/She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
3. Such Bid is genuine and is not a collusive or sham bid;
4. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham bid in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Oviedo, Florida or any person interested in the proposed Contract; and
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED *Jerry Stanley*

TITLE Regional Sales Manager

SUBSCRIBED AND SWORN TO BEFORE ME THIS 15th DAY OF July, 2016.

Donna M. Ritchie
 Notary Public, State of Florida

My Commission
 Expires: _____



**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID
 FOR THE CITY OF OVIEDO**

DISPUTES DISCLOSURE FORM

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO X _____

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X _____

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO X _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

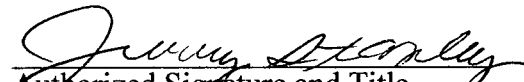
I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this bid for the City of Oviedo.

Airgas USA, LLC South Region

July 15, 2016

Firm

Date


Authorized Signature and Title

Jerry Stanley Regional Sales Manager
Printed or Typed Name and Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID
FOR THE CITY OF OVIEDO.**

Attachment: AIRGAS USA LLC SOUTH REGION (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

CITY OF OVIEDO STATEMENT OF INSURANCE COMPLIANCE

The selected Firm or Individual for all Bids (ITB), Requests for Qualifications (RFQ), and Requests for Proposals (RFP) will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this Bid, RFQ or RFP in accordance with the laws of the State of Florida. Employers Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following.

\$500,000 Each Accident
\$500,000 Each Employee
\$500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage-each occurrence
\$1,000,000 Personal & Advertising Injury-each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments
\$ 100,000 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Commercial Business automobile Liability Insurance complete coverage shall be maintained by the selected firm or individual for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

D. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

E. Other Required Insurance Coverage where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City.

All insurance minimum coverages extend to any subcontractor, and the General Contractor is responsible for all sub-contractors.

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, June 10, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Airgas+Carbonic&ChemicalName=Carbon+Dioxide&>

NSF/ANSI 60

Drinking Water Treatment Chemicals - Health Effects

Airgas Carbonic

2530 Sever Road
Suite 300
Lawrenceville, GA 30043
United States
770-717-2200

Facility : Augusta, GA

Carbon Dioxide

Trade Designation

Carbon Dioxide

Product Function

pH Adjustment

Max Use

200 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Pelham, GA

Carbon Dioxide

Trade Designation

Carbon Dioxide

Product Function

Corrosion & Scale Control

Max Use

200mg/L

pH Adjustment

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Blissfield, MI

Carbon Dioxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Liquid Carbon Dioxide Refrigerated	pH Adjustment	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Star, MS

Carbon Dioxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Carbon Dioxide	pH Adjustment	200 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Alvin, TX

Carbon Dioxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Carbon Dioxide	Corrosion & Scale Control	200mg/L
	pH Adjustment	

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Hopewell, VA

Carbon Dioxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Carbon Dioxide

Corrosion & Scale Control 200mg/L
pH Adjustment

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds



Airgas Carbonic Incorporated
 2530 Sever Road
 Lawrenceville, GA 30043
 (770) 717-2210

CERTIFICATE OF COMPLIANCE

The liquid carbon dioxide produced at our plant meets and/or exceeds the specification limits set by the Compressed Gas Association G-6.2-2011, Quality Verification Level G [General Commercial Uses]

COMPONENT	SPECIFICATION
Carbon Dioxide (Assay)	99.00 % Min.
Acetaldehyde	0.50 ppm
Total Sulfur	0.50 ppm
Oxygen	50.0 ppm
Moisture (Water)	32.0 ppm (-61°F Dew Pt.)
Total Hydrocarbon Content (as Methane)	50.0 ppm
Nonvolatile Residues (wt/wt)	10.0 ppm
Odor/Taste	No foreign odor/taste

Specification limit in ppm (v/v) maximum allowable unless otherwise stated.

N/A: Not Applicable.

Approved by:

Effective Date: 01.January.2016

Matthew C. Erwin
 Director of Quality Assurance
 Airgas Carbonic & Dry Ice



**BID OPENING TABULATION
PRELIMINARY PRICE COMPARISON**

Project: Co-Op Annual Supply of Chemicals for Water and Wastewater

Bid Number: ITB-PW-U-16-14

Date & Time: July 27, 2016 2:00pm

Note: The bids are currently being reviewed; a final decision has not yet been made.

City of Edgewater AMMONIUM SULFATE - approx. 7,000 gallons	
Vendor	Price
Hawkins Inc	\$2.45/gal
Chemical Systems of Orlando	\$3.442/gal

City of Edgewater HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,400 tons	
Vendor	Price
Cheney Lime & Cement Company	\$270.66/ton
Caramuse Lime & Stone	\$184.13/ton

City of Edgewater LIQUID ALUMINUM SULFATE - approx. 30,000 gallons	
Vendor	Price
Chemtrade Chemicals	\$0.4998*
Thatcher Chemical of Florida	\$0.58
Affinity Chemical LLC	\$0.5652

City of Edgewater LIQUID CARBON DIOXIDE - approx. 250 - 400 tons	
Vendor	Price
Airgas LLC South Region	\$260.00/ton
Praxair Inc	200.00/ton

City of Edgewater LIQUID FERRIC SULFATE - approx. 11,000 gallons	
Vendor	Price
Thatcher Chemical of Florida	1.16
Kemira Water Solutions Inc.	0.937

City of Edgewater LIQUID SODIUM BIOSULFITE - approx. 10,000 gallons	
Vendor	Price
Allied Universal Corporation	1.37
Thatcher Chemical of Florida	1.82

City of Edgewater LIQUID SODIUM HYPOCHLORITE - approx. 116,000 gallons	
---	--

Vendor		Price	6.2.b
Allied Universal Corporation		0.442	
Odyssey Manufacturing Co		0.52	
City of Edgewater			
POLYMER - approx. 45-55 Drums			
Vendor		Price	
Polydyne INC		\$359.55 Per 450 LB. Drum*	
Sterling Water Technologies		\$520.98/drum	
Solenis, LLC.		\$418.50/drum	
Hawkins, Inc.		\$578.92/drum	
City of Edgewater			
Corrosion Inhibitor - approx. 1,000-3,000 GALLONS			
Vendor		Price	
Shannon Chemical		\$8.37/Gal	
Hawkins Inc.		\$5.00/Gal	
Chemical Systems of Orlando		\$10.95/gal*	
City of Flagler Beach			
SULFURIC ACID 93% - approx. 46 tons			
Vendor		Price	
Shrieve Chemical		\$139.00/ton	
Sulphuric Acid trading Company		\$99.00/ton	
City of Holly Hill			
HIGH CALCIUM BULK QUICKLIME - approx. 400 tons			
Vendor		Price	
Cheney Lime & Cement Company		\$266.94/ton	
Caremuse Lime & Stone		\$195.08	
City of Holly Hill			
23% HYDROFLUOSILICIC ACID (HFS) - approx. 2,500 gallons			
Vendor		Price	
Hawkins Inc.		\$3.09	
City of Holly Hill			
LIQUID ALUMINUM SULFATE - approx. 190 tons			
Vendor		Price	
Chemtrade Chemicals		\$183.00/dry ton	
Thatcher Chemical of Florida		\$180.97	
Affinity Chemical LLC		\$210.00/ton	
City of Holly Hill			
LIQUID CARBON DIOXIDE - approx. 32 tons			
Vendor		Price	
Airgas LLC South Region		\$380.00	
City of Holly Hill			
LIQUID CHLORINE (one-ton cylinders) - approx. 52 tons			
Vendor		Price	
Allied Universal Corporation		\$458.40	
City of Holly Hill			
LIQUID SULFUR DIOXIDE (one-ton cylinders) - approx. 20 tons			

Attachment: Bid Tabulation ITB-U-16-14 Chemical (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Vendor	Price	6.2.b
Allied Universal Corporation	\$623.40	

City of Holly Hill		
SOLID ANIONIC POLYMER - aprox 600-1000 pounds- approx. 52 tons		
Vendor	Price	
Polydyne Inc	1.330/lb	
Sterling Water Technologies	\$2.4571/lb*	
Solenis LLC	\$0.83	
Hawkins Inc.	\$1.75/lb.	

City of Oviedo		
AMMONIA HYDROXIDE 19% (bulk) - approx. 14,400 gallons		
Vendor	Price	
Airgas Specialty Products Inc	\$2.17*	

City of Oviedo		
CARBONIC DIOXIDE (LIQUID CO2) - approx. 480,000 pounds		
Vendor	Price	
Praxair Inc.	\$0.10/lb.	
Airgas LLC South Region	\$0.1275/lb.	

City of Oviedo		
FLUORIDE 23% - approx. 8,400 gallons		
Vendor	Price	
Harcros Chemicals Inc	\$2.49	
Hawkins Inc.	\$2.75	

City of Oviedo		
SODIUM HYDROXIDE 50% - approx. 54,000 gallons		
Vendor	Price	
Allied Universal Corporation	\$1.42	
Harcros Chemicals Inc.	\$1.66	

City of Oviedo		
SODIUM HYPOCHLORITE 12.5% (10% by weight = 12.5% by trade) - approx. 280,000 gallons		
Vendor	Price	
Allied Universal Corporation	\$0.4490	
Odyssey Manufacturing Co.	\$0.5150	

City of Oviedo		
SULFURIC ACID SPECIFICATION (93%) - approx.8,400 gallons		
Vendor	Price	
Hawkins Inc.	\$1.75	
Sulphuric Acid trading Company	\$1.6065	
Shrieve Chemical	\$2.26	

City of Palm Coast		
ALUMINUM CHLORHYDRATE - approx.130,000 lbs.		
Vendor	Price	
Chemtrade Chemicals	\$0.245**	
Harcros Chemicals Inc.	\$0.32	
Thatcher Chemical of Florida	\$0.2994	
Hawkins Inc	\$0.3200	
Chemical Systems of Orlando	\$0.2945	

City of Palm Coast
AMMONIUM SULFATE SOLUTION - approx. 30,000 gallons

Vendor	Price
Thatcher Chemical of Florida	\$1.670
Chemical Systems of Orlando	\$1.544
Hawkins Inc.	\$1.650

City of Palm Coast
CORROSION INHIBITOR (Polyorthophosphate 70/30 blend) - approx. 12,000 gallons

Vendor	Price
Shannon Chemical	\$8.33
Harcros Chemicals Inc.	\$9.09
Hawkins Inc.	\$5.08
Chemical Systems of Orlando	\$4,445**

City of Palm Coast
DENSE SODIUM CARBONATE (Soda Ash) - approx. 60 tons

Vendor	Price
No Bids	No Bids

City of Palm Coast
LIQUID POLYMER - approx. 30 - 38 totes (2,300 lbs. per tote)

Vendor	Price
Polydyne INC	\$1,886.00 *
Sterling Water Technologies	\$2,321.50 **
Solenis LLC	\$2,061.00
Hawkins Inc.	\$2,967.00

City of Palm Coast
SULFURIC ACID 93% - approx. 1000 wet tons

Vendor	Price
Sulphuric Acid Trading Company	\$0.74205/gal - (\$96.71)
Shrieve Chemical	\$129.50/ton*

City of Palm Coast
SCALE INHIBITOR - approx. 4,500 gallons

Vendor	Price
American Water Chemicals Inc. A-102 plus	\$7.49/Gal

City of Palm Coast
SODIUM HYDROXIDE (25% Rayon or Membrane Grade Caustic) - approx. 500 wet tons

Vendor	Price
Allied Universal Corporation	\$146.35

City of Palm Coast
SULFURIC ACID (50%) - approx. 7,100 gallons

Vendor	Price
Hawkins Inc.	\$2.05

City of Palm Coast
SODIUM HRDROCHLORITE- approx. 450,000 gallons

Vendor	Price
Allied Universal Corporation	\$0.4980

Odyssey Manufacturing Co.

\$0.5250

6.2.b

**City of St. Augustine
Anhydrous Ammonia - approx. 3,500 LBS.**

Vendor	Price
Airgas Specialty Products Inc	\$0.72

**City of ST. Augustine
ANTISCALANT - approx.275 gallons per tote**

Vendor	Price
Harcros Chemicals Inc.	\$1,665.95
American Water Chemicals Inc A-111 plus	\$1,475.86
Hawkins Inc.	\$3,127

**City of ST Augustine
CALCIUM HYPOCHLORITE (HTH) - approx. 2,000lbs.**

Vendor	Price
Allied Universal Corporation	\$1.45
Hawkins Inc.	\$1.29

**City of ST AUGUSTINE
CARBON DIOXIDE - approx.4,000lbs**

Vendor	Price
Airgas, LLC South Region	\$0.2450/lb.

**City of ST Augustine
ORTHOPHOSPHATE - approx. 275 gal (per tote)**

Vendor	Price
Shannon Chemical	\$1,739.00
Harcros Chemicals Inc.	\$1,984.00
American Water Chemicals Inc. A-755	\$1,408.00
Hawkins Inc.	\$1,405.00

**City of ST Augustine
QUICKLIME GRANULAR - approx. 20 tons**

Vendor	Price
Cheney Lime & Cement Company	\$259.22
Caremuse Lime & Stone	\$200.46

**City of ST Augustine
SODIUM HYDROXIDE - approx. 625 wet tons**

Vendor	Price
Allied Universal Corporation	\$149.15

**City of ST Augustine
SODIUM HYPOCHLORITE - approx. 5,000 GALLONS**

Vendor	Price
Allied Universal Corporation	\$0.526
Odyssey Manufacturing Co.	\$0.515

SULFURIC ACID - approx. 4,500 GALLONS

6.2.b

Vendor	Price
Shrieve Chemical	\$1.04
Sulpuric Acid Trading Company	\$0.7574



Submit Bid To: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164	INVITATION TO BID and Bidder Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	ITB-PW-U-16-14 Co-Op Annual Supply of Chemicals for Water and Wastewater
Pre-Bid Date: N/A Pre-Bid Time: N/A Bid Due Date: July 27, 2016 Bid Due Time: 2:00pm	Location of Public Opening: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164
Bidder's Name: Carmeuse Lime & Stone	Federal Employer ID Number or SS Number: 25-1254420
Business Address: City: 11 Stanwix Street, 21st Floor Pittsburgh State: Pennsylvania Zip: 15222	If returning as "No Submittal", please return only this page and state why:
Type of Entity: (Circle one) ☒ Corporation Partnership LLC Proprietorship Joint Venture Other	Name (printed): Jack Fahler Title: VP of Sales & Marketing Date: July 20, 2016
Incorporated in the State of: Delaware Telephone Number: 412-995-1053 Toll Free Telephone Number: 800-445-3930 Fax Number: 412-995-5570 E-mail: felicia.reid@carmeusena.com	X <u>Jack Fahler</u> Authorized Signature

The Applicant is expected to completely analyze the information contained in this Invitation to Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Section 4 – Price Schedule

Project: **Co-Op Annual Supply of Chemicals for Water and Wastewater**

City Contract Number: **ITB-PW-U-16-14**

Name of Bidder: Carmeuse Lime & Stone

Mailing Address: 11 Stanwix Street, 21st Floor

Street Address: _____

City/State/Zip: Pittsburgh, PA 15222

Phone Number: (412) 995-1053

FAX Number: (412) 995-5570

ALL PRICES F.O.B. PALM COAST

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 4 **(which must be turned in with the bid)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 20th day of July, 20 16.

Carmeuse Lime & Stone
(Name of Bidding Firm)

Jack Fahler
(Signature of person signing form)

Jack Fahler
(Printed name of person signing form)

VP of Sales & Marketing
(Title of person signing form)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

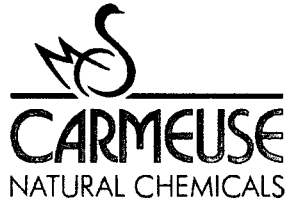
BID FORM - REVISED - PER ADDENDUM #1

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes, or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use to the specified Governmental Entity.**

CITY OF EDGEWATER			
Item	Description	Unit of Measure	Unit Cost
1	AMMONIUM SULFATE - approx. 7,000 gallons	gal.	\$
2	COROSION INHIBITOR - approx 1,000 - 3,000 gallons	gal.	\$
3	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,400 tons	ton	\$184.13
4	LIQUID ALUMINUM SULFATE - approx. 30,000 gallons	gal.	\$
5	LIQUID CARBON DIOXIDE - approx. 250 - 400 tons	ton	\$
6	LIQUID FERRIC SULFATE - approx. 11,000 gallons	gal.	\$
7	LIQUID SODIUM BIOSULFITE - approx. 10,000 gallons	gal.	\$
8	POLYMER - 45 - 55 Drums	drums	\$
9	LIQUID SODIUM HYPOCHLORITE - approx. 116,000 gallons	gal.	\$
CITY OF FLAGLER BEACH			
Item	Description	Unit of Measure	Unit Cost
10	SULFURIC ACID 93% - approx. 46 tons	ton	\$
CITY OF HOLLY HILL			
Item	Description	Unit of Measure	Unit Cost
11	AMMONIA-TANNER, ANHYDROUS AMMONIA METALLURGICAL GRADE- approx. 3,000 pounds	lb.	\$
12	LIQUID ALUMINUM SULFATE - approx. 190 tons	ton	\$
13	LIQUID CHLORINE (one-ton cylinders) - approx. 52 tons	ton	\$
14	LIQUID SULFUR DIOXIDE (one-ton cylinders) - approx. 20 tons	ton	\$
15	LIQUID CARBON DIOXIDE - approx. 44 tons	ton	\$
16	HIGH CALCIUM BULK QUICKLIME - approx. 320 tons	ton	\$ 195.08
17	23% HYDROFLUOSILICIC ACID (HFS) - approx. 2,500 gallons	gal.	\$
18	SOLID ANIONIC POLYMER - approx. 600 - 1,000 pounds	lb.	\$

CITY OF OVIEDO			
Item	Description	Unit of Measure	Unit Cost
19	AMMONIA HYDROXIDE 19% (bulk) - approx. 14,400 gallons	gal.	\$
20	CARBONIC DIOXIDE (LIQUID CO2) - approx. 480,000 pounds	lb.	\$
21	FLUORIDE 23% - approx. 8,400 gallons	gal.	\$
22	SODIUM HYDROXIDE 50% - approx. 54,500 gallons	gal.	\$
23	SODIUM HYPOCHLORITE 12.5% (10% by weight = 12.5% by trade) - approx. 280,000 gallons	gal.	\$
24	SULFURIC ACID SPECIFICATION (93%) - approx. 8,400 gallons	gal.	\$
CITY OF PALM COAST			
Item	Description	Unit of Measure	Unit Cost
25	AMMONIUM SULFATE SOLUTION - approx. 30,000 gallons	gal.	\$
26	CORROSION INHIBITOR (Polyorthophosphate 70/30 blend) - approx. 12,000 gallons	gal.	\$
27	LIQUID POLYMER - approx. 30 - 38 totes (2,300 lbs. per tote)	tote	\$
28	SODIUM HYPOCHLORITE - approx. 450,000 gallons	gal.	\$
29	ALUMINUM CHLORHYDRATE - approx. 130,000 lbs.	lb.	\$
30	SULFURIC ACID (93%) - approx. 1,000 gallons	gal.	\$
31	SULFURIC ACID (50%) - approx. 7,100 gallons	gal.	\$
32	SCALE INHIBITOR - approx. 4,500 gallons	gal.	\$
33	SODIUM HYDROXIDE (25%) - approx. 500 wet tons	ton	\$
CITY OF ST. AUGUSTINE			
Item	Description	Unit of Measure	Unit Cost
34	ANYDROUS AMMONIA - approx. 3,500 lbs.	lb.	\$
35	ANTISCALANT - approx. 275. per tote	tote	\$
36	CALCIUM HYPOCHLORITE (HTH) - approx. 2,000 lbs.	lb.	\$
37	CARBON DIOXIDE - approx. 4,000 lbs.	lb.	\$
38	ORTHOPHOSPAHTE - approx. 275 gals (per tote)	tote	\$
39	QUICKLIME GRANULAR - approx. 20 tons	ton	\$200.46
40	SODIUM HYDROXIDE - approx. 625 wet tons.	ton	
41	SODIUM HYPOCHLORITE - approx. 5,000 gals	gal.	
42	SULFURIC ACID - approx. 4,500 gals	gal.	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.



Carmeuse Lime & Stone

Luttrell Operation
486 Clinch Valley Road
Luttrell, TN 37779

PRODUCT INFORMATION

Product Description: Hi Cal QL 5/16" X #10 Bulk (SCQL)
Product Code: 11209
Production Facility: Luttrell
Packaging: Bulk

Typical Properties: Chemical

	Average (%)
Loss on Ignition (LOI)	1.59
Carbon Dioxide (CO ₂)	0.54
Sulfur (S)	0.051
Available CaO	93.00
Calcium Oxide (CaO)	96.89
Magnesium Oxide (MgO)	0.74
Silica (SiO ₂)	1.19
Ferric Oxide (Fe ₂ O ₃)	0.22
Alumina (Al ₂ O ₃)	0.30

Typical Properties: Physical

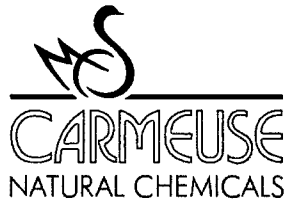
	Average (%)
ASTM Reactivity	
- 30 Second Heat Rise (°C)	16.5
- 3 Minute Heat Rise (°C)	46.7
- Total Heat Rise (°C)	50.0
- Total Active Slaking Time (TAST)	4.7
- Residue	0.90
Bulk Density (#/ft ³) *	50.4

*Not routinely tested at this location

Product is registered to NSF60, Drinking Water Treatment Chemicals.

Product meets the requirements of AWWA B202-02 & ASTM C977.

The information contained in this product information sheet is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations. Each user is advised to evaluate the product (specific compositions, physical properties and performance characteristics) independently for suitability in the intended use.



Carmeuse Lime & Stone

Luttrell Operation
486 Clinch Valley Road
Luttrell, TN 37779

PRODUCT INFORMATION

Product Description: Hi Cal QL 5/16" X 0" Bulk (GRQL)
Product Code: 11208
Production Facility: Luttrell
Packaging: Bulk

Typical Properties: Chemical

	Average (%)
Loss on Ignition (LOI)	2.39
Carbon Dioxide (CO ₂)	1.04
Sulfur (S)	0.053
Available CaO	89.82
Calcium Oxide (CaO)	95.70
Magnesium Oxide (MgO)	0.86
Silica (SiO ₂)	1.57
Ferric Oxide (Fe ₂ O ₃)	0.23
Alumina (Al ₂ O ₃)	0.39

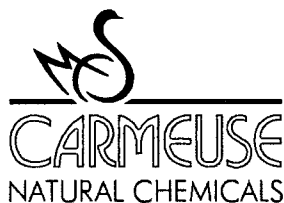
Typical Properties: Physical

	Average (%)
ASTM Reactivity	
- 30 Second Heat Rise (°C)	14.7
- 3 Minute Heat Rise (°C)	43.0
- Total Heat Rise (°C)	47.5
- Total Active Slaking Time (TAST)	4.9
- Residue	1.30
Bulk Density (#/ft ³) *	66.4

*Not routinely tested at this location

Product meets the requirements of ASTM C977.

The information contained in this product information sheet is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations. Each user is advised to evaluate the product (specific compositions, physical properties and performance characteristics) independently for suitability in the intended use.



Carmeuse Lime & Stone

Luttrell Operation
486 Clinch Valley Road
Luttrell, TN 37779

PRODUCT INFORMATION

Product Description: Hi Cal QL #10 Mesh X 0" Bulk (CPQL)
Product Code: 10722
Production Facility: Luttrell
Packaging: Bulk

Typical Properties: Chemical

	Average (%)
Loss on Ignition (LOI)	1.84
Carbon Dioxide (CO ₂)	0.63
Sulfur (S)	0.049
Available CaO	93.15
Calcium Oxide (CaO)	97.20
Magnesium Oxide (MgO)	0.65
Silica (SiO ₂)	0.96
Ferric Oxide (Fe ₂ O ₃)	0.20
Alumina (Al ₂ O ₃)	0.25

Typical Properties: Physical

	Average (%)
ASTM Reactivity	
- 30 Second Heat Rise (°C)	15.3
- 3 Minute Heat Rise (°C)	41.5
- Total Heat Rise (°C)	46.7
- Total Active Slaking Time (TAST)	5.2
- Residue	0.6
Bulk Density (#/ft ³)	63.2

Product is registered to NSF60, Drinking Water Treatment Chemicals.

Product meets the requirements of AWWA B202-02 & ASTM C977.

The information contained in this product information sheet is, to the best of our knowledge, true and accurate, but any typical values given are subject to occasional variations based on variations in the raw material inputs and processing operations. Each user is advised to evaluate the product (specific compositions, physical properties and performance characteristics) independently for suitability in the intended use.

**Carmeuse Lime & Stone**11 Stanwix Street, 21st Floor • Pittsburgh, PA 15222Phone: 412.995.5500 • Fax: 412.995.5570 • info@carmeusena.com

July 22, 2016

City of St. Augustine
Florida

RE: Certificate of Compliance

With reference to the requirement for St. Augustine, please accept this as our certification that Carmeuse Lime and Stone's product complies with the attached specifications. Please also see the attached Product Typical Analysis which we guarantee to meet.

Sincerely,

Jack Fahler
VP of Sales & Marketing

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment A Conflict of Interest Statement

STATE OF ~~FLORIDA~~ Pennsylvania)

) ss

CITY OF Pittsburgh)

Before me, the undersigned authority, personally appeared
Jack Fahler, who was duly sworn, deposes, and states:

1. I am the VP of Sales & Marketing of Carmeuse Lime & Stone with a local office in n/a and principal office in Pittsburgh, PA.

2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as: ***ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater.***

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

Continued on next page.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment A **Conflict of Interest Statement (Continued)**

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this 20th day of July, 20 16.

Jack Fahler
 Signature of Affiant

Jack Fahler

 Typed/Printed Name of Affiant

VP of Sales & Marketing
 Title

Sworn to and subscribed before me this 20th day of July, 20 16.

Personally known ✓ or produced identification _____ (type of identification).

Notary Public - State of Pennsylvania

Karen DiCaprio
 My commission expires 9-17-2016

Karen DiCaprio

(Printed typed or stamped commissioned name of notary public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Karen DiCaprio, Notary Public
 City of Pittsburgh, Allegheny County
 My Commission Expires Sept. 17, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment B

Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to the City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specify which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City of Palm Coast in the event we are forced to litigate the public records status of the company's documents.

The City shall make final determinations as to Public Records Law Compliance.

Company Name: Carmeuse Lime & Stone

Authorized representative (printed): Jack Fahler

Authorized representative (signature): Jack Fahler

Date: July 20, 2016

Project: *ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater*

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment C Bidder's Certification

I have carefully examined the Invitation To Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of these Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation To Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Purchasing & Contracts Division prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Palm Coast or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: Carmeuse Lime & Stone

By:

Jack Fahler
Signature

Jack Fahler, VP of Sales & Marketing
Name & Title, Typed or Printed

11 Stanwix Street, 21st Floor
Mailing Address

Pittsburgh, PA 15222
City, State, Zip Code

412-995-1053
Telephone Number

Sworn to and subscribed before me

This 20th day of July 2016

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen DiCaprio, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 17, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Karen DiCaprio
Signature of Notary

Notary Public, State of Pennsylvania

Personally Known ☒ or

Produced Identification _____
(type of identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment D Drug-Free Work Place Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Carmeuse Lime & Stone does:
 (Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jack Fahler
 Signature

Jack Fahler, VP of Sales & Marketing
 Print Name & Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: Carmeuse Lime & Stone

Signature: Jack Zahler

Printed Name: Jack Fahler

Title: VP of Sales & Marketing

Date: July 20, 2016

Affix Corporate Seal

STATE OF Pennsylvania)

) ss

COUNTY OF Allegheny)

The foregoing instrument was acknowledged before me this 20th day of July, 2016, by Jack Fahler of Carmeuse Lime & Stone firm), on behalf of the firm. He is personally known to me or has produced identification.

(Seal)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen DiCaprio, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 17, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Print Name Karen DiCaprio
Notary Public in and for the County and State Aforementioned
My commission expires: 9-17-2016

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment F References

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

1. Company Name Miami Dade Water
 Contact Name and Title Ed Turner, Manager
 Address 111 N.W. 1st Street Miami, FL - 33128
 Phone Number 786-552-4736 FAX Number _____
 Duration of Contract or business relationship Yearly supply of 27,000 tons of quicklime

2. Company Name City of Boca Raton
 Contact Name and Title Sean Sexton, Plant Superintendant
 Address 201 West Palmetto Park Rd. Boca Raton, FL - 33432
 Phone Number 561-338-7324 FAX Number _____
 Duration of Contract or business relationship Yearly supply of 4,000 tons of quicklime

3. Company Name Tampa Bay Water
 Contact Name and Title Ken Enlow, Plant Operations Manager
 Address 2575 Enterprise Road Clearwater, FL 33763
 Phone Number 813-626-8708 ext. 239 FAX Number _____
 Duration of Contract or business relationship Yearly supply of 5,330 tons of quicklime

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment G Identical Tie Proposals

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Jack J. J. J.
AUTHORIZED SIGNATURE

Carmeuse Lime & Stone
COMPANY
July 20, 2016
DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment H Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

Litigation: Carmeuse Lime & Stone is a party to routine litigation, most of which relates to discontinued operations and none of which either has or is expected to have a material adverse effect.

License Sanctions: Nothing material.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment I

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Carmeuse Lime & Stone
 Organization Name

Jack Fahler, VP of Sales & Marketing
 Name and Title of Authorized Representative


 Signature

July 20, 2016
 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment J
Certificate of Corporation

*Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF ~~FLORIDA~~ PENNSYLVANIA

COUNTY OF Allegheny

FEI NUMBER 25-1254420

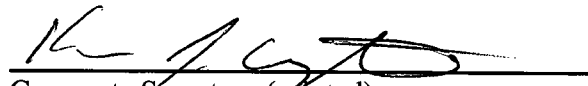
I HEREBY CERTIFY that a meeting of the Board of Directors of Carmeuse Lime & Stone, a corporation under the laws of the State of Pennsylvania, was held on February 1st, 2016. The following resolution was duly passed and adopted:

“RESOLVED, that Jack Fahler _____ as
 Vice President of the corporation is hereby authorized to execute the Contract dated _____,
 2016, between The City of Palm Coast, a municipal corporation and this corporation, and that execution
 thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and
 deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 20th day of July, 2016.


 Corporate Secretary (printed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment K Public Entity Crime Form

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Jack Fahler Authorized Agent or Official for Carmeuse Lime & Stone
by signing below hereby certifies that neither he/she nor the firm of Carmeuse Lime & Stone
is or has been placed on the convicted vendor list, now or within the period of thirty six (36) months.

Signed By: Jack Fahler
Resident/Authorized Agent or Official

Witnessed By: [Signature]
State Of: Pennsylvania
County Of: Allegheny

The foregoing instrument was acknowledged before me this 20th day of July, 2016, by Jack Fahler Vice President, Authorized Agent or Official of Carmeuse Lime & Stone, a Florida Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karen DiCaprio, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 17, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]
Notary Public, State of Florida
Commission No. 9-17-2016

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment L**Vendor Certification Regarding Scrutinized Companies List**

*If bid amount is less than one million dollars (\$1,000,000), this form is **not** required.

Respondent Vendor's Name: Carmeuse Lime & Stone

Vendor FEIN: 25-1254420

Authorized Representative's Name: Jack Fahler

Authorized Representative's Title: VP of Sales & Marketing

Address: 11 Stanwix Street, 21st Floor

City: Pittsburgh State: PA Zip: 15222

Phone Number: 412-995-1053

Fax Number: 412-995-5570

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: Jack Fahler,
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: Jack Fahler

Print Name & Title: Jack Fahler, VP of Sales & Marketing

Date: July 20, 2016

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Carmeuse Lime & Stone, Inc. Longview Operation
599 Highway 31 South
Saginaw, AL 35137

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

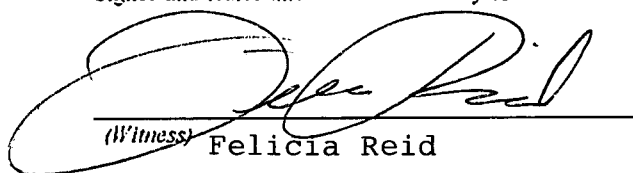
ITB-U-16-14 Co-Op Annual Supply of Chemicals for Water and Wastewater: Supply and Deliver 1,400 Tons of Quicklime

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

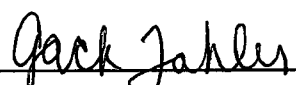
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

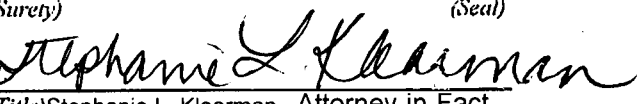
Signed and sealed this 27th day of July, 2016


(Witness) Felicia Reid

Carmeuse Lime & Stone, Inc. Longview Operation
(Principal) (Seal)

By: 
(Title) VP of Sales & Marketing

RLI Insurance Company
(Surety) (Seal)

By: 
(Title) Stephanie L. Klearman Attorney-in-Fact

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)



RLI Surety
9025 N. Lindbergh Dr. | Peoria, IL 61615
Phone: (800)645-2402 | Fax: (309)689-2036
www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

6.2.c

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Lisa A. McAleenan, Anne M. Gliedt, Teresa M. Sheppard, Kevin E. McDaniel, Stephanie L. Klearman, DeAnna M. Maurer, Kayla Woodward, jointly or severally

in the City of Saint Louis, State of Missouri its true and lawful Agent and Attorney in Fact, with power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with corporate seal affixed this 23rd day of March, 2016.



RLI Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 23rd day of March, 2016, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Jacqueline M. Bockler Notary Public



I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 27th day of July, 2016.

RLI Insurance Company

By: Barton W. Davis Vice President

2463207020212

ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: June 29, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Updates & Revised Bid Form

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

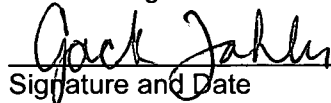
Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that Flagler County Board of County Commissioners will not be a part of this bid, however, the City of St. Augustine will be part of the Co-op.
2. **The bid form has been updated for the City of Palm Coast, the following changes were made**
 - Dense Sodium Carbonate (Soda Ash) – **has been removed.**
 - Sodium Hydroxide (Caustic) – **has been added.**
 - Scale Inhibitor – **has been added.**
3. Please use the updated Bid form on the following two pages to include the above changes.

Acknowledgment:



July 20, 2016

Signature and Date

Jack Fahler, VP of Sales & Marketing

Printed Name and Title

Carmeuse Lime & Stone

Company Name

END OF ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 2

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 1, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Updates – Chemicals – Sodium Hydroxide & Scale Inhibitor (City of Palm Coast)

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that per Addendum #1, Sodium Hydroxide (Caustic) and Scale Inhibitor were added for the City of Palm Coast, specifications for both are on the following pages.

Acknowledgment:

Jack Fahler July 20, 2016
Signature and Date

Jack Fahler, VP of Sales & Marketing
Printed Name and Title

Carmeuse Lime & Stone
Company Name

END OF ADDENDUM NO. 2

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

City of Palm Coast
Sodium Hydroxide (25% - Rayon or Membrane Grade Caustic)
Quantity: approximately 500 wet tons

General Description of Services

The City of Palm Coast Public Works / Utility Division is seeking a firm price per wet ton (delivered) for the purchase of Sodium Hydroxide to be used at the Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, Florida 32164 and Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137.

- Acceptable Standard: 25% Grade Sodium Hydroxide (Caustic), either Rayon or Membrane grade and must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.
- Caustic will be delivered as liquid caustic (price per wet ton).
- Delivery will be a twenty-three (23) ton minimum load (4,300 gallons).
- Total anticipated Annual Volume (not guaranteed) is 500 tons (1,000,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The contractor's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The contractor's will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The contractor's must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The contractor's will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within forty eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Sodium Hydroxide 25% in less than 48 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal delivery" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hydroxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hydroxide shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may

reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sodium hydroxide. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164.** Purchaser owns two (2) 6,000-gallon storage tanks. Approximate delivery requirement: 30 tons every 90 business days.
- **Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137.** Purchaser owns two (2) 6,500-gallon storage tanks. Approximate delivery requirement: 92 tons every 90 business days.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**City of Palm Coast
Scale Inhibitor
Quantity: approximately 4,500 gallons**

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per gallon (delivered) for the purchase of scale inhibitor to be used at the Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, FL 32164 and Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137.

- Acceptable Standard: The scale inhibitor shall also be <100cps as measured by the Brookfield viscosity value. This product must be AWC A-102 plus or equivalent. The delivered product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60. meet ANSI/NSF Standard 60 specifications for drinking water. In addition, it must meet all requirements for use in potable water as described under rule 62-555.315 F.A.C. and certified to meet AWWA standard B502-83 or latest revision.
- Acceptable Standard: The scale inhibitor must contain no Polyacrylic acid / polymaleic acid. A signed statement must be included with the bid verifying that the product contains no detectable levels of Polyacrylic / Polymaleate or dendrimer chemistries.
- Acceptable Standard: This product must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Acceptable Standard: This product must control calcium carbonate up to an LSI of 2.6. It must also control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride, and calcium phosphate scale. It must also disperse silica and colloidal iron.
- Physical Properties: The product is a clear to light yellow liquid with a specific gravity between 1.1 – 1.2. The pH of the product should be in the range of 3-4.
- Total anticipated Annual Volume (not guaranteed) is 4,500 gallons.
- The Bidder must be able to supply each facility with a maximum of – 550 gallons (Wtp2) and 550 gallons (Wtp3), and also be willing to deliver as little as 110 gallons when required.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system when dealing with bulk deliveries.
- **The successful bidder's shipper is responsible for offloading the product from their truck using a lift gate when dealing with deliveries using pallets or 55 gal drums.**
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- The successful bidder must provide theoretical RO training for system cleaning once per year.

- A qualified technician must be available within 24hrs notice for troubleshooting should there be any problems with the RO system.
- Should scaling occur, the anti-scalant supplier must have the capability of cleaning 1 of the scaled membranes off-site to determine the best cleaning chemicals and best procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning.
- **A free membrane autopsy must be provided once per year at the City of Palm Coast request while the suppliers anti-scalant is being used.**
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within forty eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Scale Inhibitor in less than 48 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal delivery" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking **Scale Inhibitor**.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Scale Inhibitor shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Scale Inhibitor. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by 55 gal drums shall be made to:

- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164**
Bidder must ship in 55 gal drums.
- **Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137**
Bidder must ship in 55 gal drums.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 13, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

- Question:** If we take exceptions to items contained in your bid and offer up alternative language, will be deemed non-responsive? **Answer:** Please send your question/exception/alternative language, and it will be reviewed, and put in a subsequent addendum if approved or not.
- Question:** If bidding a price for a certain chemical, does the supplier have the supply all sites that require the chemical. **Answer:** For the City of Palm Coast, the answer would be yes.
- Question:** On item #36 – OrthoPhosphate: What are the specifications for the product; i.e. - % orthophosphate (PO₄), % polyphosphate (PO₄), Total PO₄, Specific Gravity, pH, etc. What is the name of the product in use now? **Answer:** The City of St. Augustine currently uses a 2050 blend, the specific gravity is 1.438 at 75 degrees, a pH of 6.16, & Harcross chemical co. was our supplier.
- Question:** May I have the name of the winner of the last bid/supplier, the product name and the price for items #2, 17, 25, 27 & 36. **Answer:** Please see the attached bid tabulation from the last co-op bid.
- Please be advised of the following cost for the City of St. Augustine and City of Edgewater:**

<u>City of St. Augustine</u>	<u>Pricing:</u>	<u>Supplier</u>
Item # 33 – Antiscalant- approx. 275 gal per tote	\$1,639.85	Harcross
Item # 36 – Orthophosphate – approx. 275 gals per tote	\$1,491.20	Harcross
<u>City of Edgewater</u>		
Item#2 – Corrosion Inhibitor – 1,000 – 3,000 gals	\$6.95	Hawkins

Acknowledgment:

Jack Fahler
Signature and Date

Jack Fahler, VP of Sales & Marketing

Printed Name and Title

Carmeuse Lime & Stone

Company Name

END OF ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 4

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 19, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Will I need to submit a bid bond for each City that we are submitting bids to that are over \$100,000?? Or will only one bid bond made out to the City of Palm Coast Co-op be required. **Answer:** There will be a different bid bond for each entity that bid is over \$100,000.
2. **Question:** Please review below and provide clarification as soon as possible.

City of Edgewater:

Specification of Material

"Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10-85 percent hypochlorite by weight)"

The city needs to provide clarification to the 10-85 percent hypochlorite by weight.

City of St. Augustine

Specification of Material

A) Specifications for Sodium Hypochlorite are described as it was Sodium Hydroxide instead.

B) Also the issue with the annual volume of 5,000 gallons vs. 520,000 gallons.

C) Minimum delivery amounts of 10,000 gallons is incorrect.

Answer: City of Edgewater – This should read as follows: - "Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent hypochlorite by weight)" **Answer: City of St. Augustine** – The above specification of material is correct.

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

3. **Question:** We would like to confirm that the Liquid Carbon Dioxide storage tank at St. Augustine is 4,500 lb and the annual bid volume is 12,000 lbs. Is this correct? **Answer:** This is correct.

Acknowledgment:

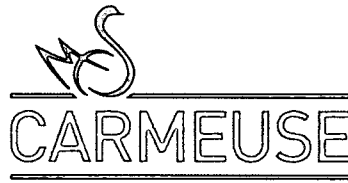
Jack Fahler 7/20/2016
Signature and Date

Jack Fahler, VP of Sales & Marketing
Printed Name and Title

Carmeuse Lime & Stone
Company Name

END OF ADDENDUM NO. 4

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)



Mailing Address

Please note that *future* Bid Packages/Requests/Contracts should be mailed to our corporate office at:

Carmeuse Lime & Stone, Inc.
11 Stanwix Street – 21st Floor
Pittsburgh, PA 15222
Attn: Felicia Reid

Bid Results / Contracts:

Please mail (using our self-addressed envelope), fax or email bid tabs/results to the following:

Fax to 412-995-5570 attention Felicia Reid.

Mail Contracts to the above address.

Email results to Felicia.Reid@carmeusena.com

Should you have any questions, please call me directly at 412-995-1053.

Sincerely,

Felicia Reid

Felicia Reid
Sales Administrator



Carmeuse Lime & Stone, Inc. Luttrell Operation

To: City of Palm Coast, FL

Date: 7/22/2016

Re: Affidavit of Compliance for Quicklime to ANSI / AWWA B202

Carmeuse, Luttrell Operation's water grade quicklime products conform to ANSI / AWWA B202-13. The following verifications required by the standard are provided on all water grade quicklime shipped to our customers:

- Sampling
 - If required by the customer, belt cut samples are taken from the truck loading conveyor (Section 5.1.2.3) and analyzed. Results are reported on a certificate of analysis.
- Test Procedures Performed
 - Available Calcium Oxide—procedure adapted from ASTM C-25
 - T3 minute Reactivity
 - Total Active Slaking Time (TAST)
 - Objectionable Insoluble Matter (30 Mesh residue)
- Rejection of Quicklime
 - Available Calcium Oxide < 80%
 - T3 minute Reactivity < 10 °C
 - Total Active Slaking Time > 20 minutes
 - Objectionable Insoluble Matter > 5%

Robert W. Rinker
Director of Quality Control
Carmeuse Lime & Stone, Inc.

NSF/ANSI Standard 60 Classification

NSF International has classified the following Carmeuse Lime manufacturing locations & their products for use as drinking water additives

Location	Chemical Name	Categories	Maximum Use Level
BEACHVILLE OPERATION P.O. Box 190 Ingersoll, Ontario N5C 3K5 Certificate # IE467-02	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
RIVER ROUGE OPERATION 25 Marion Avenue River Rouge, Michigan 48218 Certificate # IE465-02	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
WINCHESTER OPERATION 508 Quarry Lane Clear Brook, VA 22624 Certificate # CO271212	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
BUFFINGTON OPERATION North Clark Road at Lake Michigan Gary, Indiana 46420 Certificate # IE466-02	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
ANNVILLE OPERATION Route 422 & Clear Spring Road Annville, Pennsylvania 17003 Certificate # IE463-02	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
BLACK RIVER OPERATION 9043 Highway 154 Butler, Kentucky 41006 Certificate # IE461-02	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
LONGVIEW OPERATION 599 Highway 31 South Saginaw, Alabama 35137 Certificate # IE462-02	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
STRASBURG OPERATION 1696 Oranda Road Strasburg, Virginia 22657 Certificate # COO23848-02	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
LUTTRELL OPERATION 486 Clinch Valley Road Luttrell, Tennessee 37779 Certificate # COO23849-01	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
GRAND RIVER OPERATION 15 Williams Street Grand River, Ohio 44045 Certificate # CO177962-01	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter
PELICAN TERMINAL 12797 Scenic Highway Baton Rouge, Louisiana 70807 Certificate # CO215771-01	Calcium Oxide	Softening, precipitation & pH adjustment	500 mg/Liter
	Calcium Hydroxide	Softening, precipitation & pH adjustment	650 mg/Liter

For questions concerning water treatment products, please contact:

Josie Zihmer
Inside Sales Representative
(866) 780-0974

The complete listing of certified Carmeuse Lime plants can also be viewed on the NSF International website at:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=carmeuse&TradeName=&ChemicalName=&ProductFunction=&PlantState=&PlantCountry=&PlantRegion=>



**Certified to
NSF/ANSI 60**

NSF International

RECOGNIZES

Carmeuse Lime

Facility: Luttrell, TN

AS COMPLYING WITH NSF/ANSI 60 AND ALL APPLICABLE REQUIREMENTS.
PRODUCTS APPEARING IN THE NSF OFFICIAL LISTING ARE
AUTHORIZED TO BEAR THE NSF MARK.



ANSI Accredited Program
PRODUCT CERTIFICATION
#2118
Certification Program
Accredited by the
American National
Standards Institute



Certification Program
Accredited by the
Standards Council
of Canada

This certificate is the property of NSF International and must be returned upon request. For the most current and complete information, please access NSF's website (www.nsf.org).

October 14, 2013
Certificate# C0023849 - 01

David Purkiss

General Manager, Water Systems



2016 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/15

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2016

Business Name and Location Address

Certificate Number

CARMEUSE LIME & STONE INC
11 STANWIX ST FL 21
PITTSBURGH, PA 15222-1327

80-8012044730-5

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification – Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESAL** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "More e-Services" and then "Verify resale and exemption certificates"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)



Safety Data Sheet

Quicklime

Revision date:
May 1, 2015

1. Identification

Product Name:	Quicklime	
Synonyms:	Lime, Steel Grade-Large, Steel Grade-Large Rescreened, Steel Grade-Small, Steel Grade-Small Rescreened, Water Grade-Small, Water Grade-Small Rescreened, Mini Pebble, Rice, PCC Grade-Large Rescreened, PCC Grade-Small Rescreened, Hi Cal Fines, Pulverized Lime, Pulverized Lime with Flowaid, Thiosorbic Lime	
Recommended Uses:	Water treatment, steel flux, caustic agent, pH adjustment, acid gas absorption, construction	
Manufacturer:	Carmeuse Lime & Stone	
	US Office 11 Stanwix Street, 21 st Floor Pittsburgh, PA 15222 Phone: (412) 995-5500 Fax: (412) 995-5594	Canadian Office PO Box 190 Ingersoll, ON N5C 3K5 Phone: (519) 423-6283 Fax: (519) 423-6545
Emergency Contact:	Infotrac: (800) 535-5053 (24 hrs a day, 7 days a week)	

2. Hazards Identification

GHS classification	Physical Hazards	
	None	
	Health Hazards	
	Skin Irritation	Category 2
	Eye Damage	Category 1
	Carcinogenicity	Category 1A
	Specific Target Organ Toxicity – Single Exposure	Category 3
	Specific Target Organ Toxicity – Repeated Exposure	Category 1
GHS Label Elements:	Signal Word:	Danger
	Hazard Statements:	Causes skin irritation. Causes serious eye damage. May cause respiratory irritation. May cause cancer through inhalation. Causes damage to lungs through prolonged or repeated exposure by inhalation. Reacts violently with water, releasing heat which can ignite combustible materials.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Treatment Chemicals)



Safety Data Sheet

Quicklime

Revision date:
May 1, 2015

Precautionary Statements: Obtain special instructions before use.
Do not handle until all safety precautions have been read and understood.
Keep container tightly closed
Do not breathe dust.
Wash thoroughly after handling.
Do not eat, drink or smoke when using this product.
Use only outdoors or in well-ventilated area
Wear protective gloves, clothing and eye protection
Do not use water on material spills.

Pictograms:



3. Composition

<u>Chemical name</u>	<u>% by weight</u>	<u>CAS#</u>
Calcium oxide	> 89	1305-788
Magnesium oxide	< 4	1309-48-4
Silica-crystalline quartz	0.1 - 2	14808-60-7

4. First Aid Measures

Eyes:	Immediately flush eyes with generous amounts of water for at least 15 minutes. Pull back the eyelid to ensure that all lime dust has been washed out. Seek medical attention immediately. Do not rub eyes.
Skin:	Wash exposed area with large amounts of water. Seek medical attention immediately.
Ingestion:	Do not induce vomiting. Seek medical attention immediately. Never give anything by mouth unless instructed to do so by medical personnel.
Inhalation:	Move victim to fresh air. Seek medical attention if necessary. If breathing has stopped, give artificial respiration

Most Important Symptoms: Irritation of skin, eyes, gastrointestinal tract or respiratory tract.

Immediate medical attention / special treatment? See first aid information above. Note to Physicians: Provide general supportive measures and treat symptomatically.



Safety Data Sheet

Quicklime

Revision date:
May 1, 2015

5. Fire Fighting Measures

Suitable (and unsuitable) fire extinguishing media:	Use dry chemical fire extinguisher. Do not use water or halogenated compounds, except that large amounts of water may be used to deluge small quantities of this product.
Specific hazards arising from the product	Inhalation, skin or eye contact, can result in serious injury. This product is not combustible or flammable. However, this product reacts violently with water, and can release heat sufficient to ignite combustible materials. This product is not considered to be an explosion hazard, although reaction with water or other incompatible materials may rupture containers. When this product is wet, it can be very slippery and can result in a slip hazard. Hazardous Combustion Products: None.
Special protective equipment and precautions for fire fighters	Wear full fire-fighting turn-out gear (full Bunker gear), and respiratory protection (SCBA) to prevent inhalation, skin or eye contact.

6. Accidental Release Measures

Personal precautions, protective equipment, emergency procedures:

Avoid inhalation, eye and skin contact. Avoid generating airborne dust. Wear appropriate protective clothing as described in section 8.

Methods and materials for containment and clean up:

Utilize cleanup methods that minimize generating dust: vacuum. Avoid dry sweeping. Do not use water on large spills, as this product reacts violently with water and releases heat. Residue on surfaces may be removed with copious amount of water or vinegar.

7. Handling & Storage

Safe Handling:	Avoid inhalation, skin and eye contact. Avoid generating airborne dust. An eye wash station should be readily available when this product is handled.
Safe Storage:	Keep in tightly closed containers. Protect containers from physical damage. Store in a cool, dry, and well-ventilated location. Do not store near incompatible materials (see Section 10 below). Keep away from moisture. Long-term storage in aluminum containers is not recommended, as calcium oxide may corrode aluminum over long periods of time



Safety Data Sheet Quicklime

Revision date:
May 1, 2015

8. Exposure Controls/Personal Protection

Occupational Exposure Limits

	OSHA PEL (mg/m ³)	ACGIH TLV (mg/m ³)	Ont. Reg. 833 TWAEV (mg/m ³)
Calcium oxide	5	2	2
Magnesium oxide	15	10	10
silica - crystalline quartz	30 / (% silica +2) (total) 10 / (% silica +2) (respirable)	0.025 (respirable)	0.1

Engineering Controls:

Use with adequate general or local exhaust ventilation and to maintain exposure below occupational exposure limits.

Individual Protection Measures (Personal Protective Equipment):

Specific Eye / Face Protection:

Safety glasses with side shields. In windy conditions, or if work activity generates elevated airborne dust levels, dust proof or chemical goggles are recommended. Contact lenses should not be worn.

Specific Skin Protection:

When there is a risk of skin contact, wear appropriate clothing and gloves to prevent contact.

Specific Respiratory Protection:

If exposure limits are exceeded, an approved particulate respirator, or supplied air respirator, appropriate for the airborne concentrations, should be used. Selection and use of the respiratory protective equipment must be in accordance with applicable regulations and good industrial hygiene practices.

Other:

An emergency eye wash fountain and shower are recommended.

9. Physical & Chemical Properties

Appearance:	White or grayish white material
Odor:	Odorless
Odor threshold:	Not Applicable
pH at 25 degrees C:	12.45
Melting Point:	4658 °F (2570 °C)
Boiling Point and range:	5162 °F (2850 °C)
Flash Point:	Not Applicable
Evaporation Rate:	Not Applicable
Flammability:	Not Applicable
Upper/lower flammability or explosive limits	Not Applicable
Vapor pressure/density:	Non Volatile



Safety Data Sheet

Quicklime

Revision date:
May 1, 2015

Relative density:	3.2 – 3.4
Solubility:	Negligible in water but reacts with water to produce Ca(OH)_2 and heat Soluble in acids, glycerin, and sugar solutions
Partition coefficient: n-octanol/water	Not applicable
Auto-ignition temperature:	Not Available
Decomposition temperature:	Not available
Viscosity:	Not Applicable

10. Stability & Reactivity

Reactivity:	Reacts violently with water to form calcium hydroxide, releasing heat. Reacts with acids to form calcium salts, releasing heat. Reacts with carbon dioxide in air to form calcium carbonate. See also Incompatibility below.
Chemical stability:	Stable under normal storage and handling conditions.
Possibility of Hazardous Reactions:	See "reactivity" above.
Conditions to avoid:	Vicinity of incompatible materials.
Incompatibility:	This product should not be mixed or stored with the following materials, due to the potential for violent reaction and release of heat: • water (unless in a controlled process) • acids • reactive fluoridated compounds • reactive brominated compounds • reactive powdered metals • reactive phosphorous compounds • aluminum powder • organic acid anhydrides • nitro-organic compounds • interhalogenated compounds
Hazardous decomposition products:	None



Safety Data Sheet

Quicklime

Revision date:
May 1, 2015

11. Toxicological Information

Likely routes of exposure & symptoms:

- Eyes:** Contact can cause severe irritation or burning of eyes, including permanent damage.
- Skin:** Contact can cause severe irritation or burning of skin, especially in the presence of moisture.
- Ingestion:** This product can cause severe irritation or burning of gastrointestinal tract if swallowed.
- Inhalation:** This product can cause severe irritation of the respiratory system.

- Chronic health effects:** This product contains trace amounts of crystalline silica. Prolonged or repeated inhalation of respirable crystalline silica can cause silicosis, as serious lung disease.
- Respiratory or skin sensitization:** This material is not known to cause sensitization
- Germ cell mutagenicity:** No data available.
- Carcinogenicity:** This product is not listed as carcinogenic by OSHA, IARC, NTP, ACGIH, or the EU Directives. This product may contain trace amounts of crystalline silica quartz which is listed by IARC as "Carcinogenic to Humans" (Group 1) and "Known to be a Human Carcinogen" by NTP (National Toxicology Program).
- Reproductive toxicity:** No Data Available.
- Numerical Measures of Toxicity**
Crystalline Silica: Oral (rat) LD₅₀ > 22,500 mg/kg
Calcium oxide: Oral (rat) LD₅₀: 3059 mg/kg

12. Ecological Information

Because of the elevated pH of this product, it might be expected to produce some ecotoxicity upon exposure to certain aquatic organisms and aquatic systems in high concentrations
This material shows no bioaccumulation effect or food chain concentration toxicity.

13. Disposal Considerations

Dispose of contents in accordance with federal, state, provincial and local regulations.

14. Transport Information

- UN Number** UN1910
- UN Proper shipping name** Calcium Oxide
- Transport Hazard class(es)** When transported by air only: Hazard Class 8-Corrosive
- Packing group** When transported by air only: Packing Group III
- Environmental hazards** This material is alkaline and if released into water or moist soil will cause an increase in pH
- Transport in bulk (according to Annex II of MARPOL 73/79 and the IBC)**



Safety Data Sheet

Quicklime

Revision date:
May 1, 2015

Code:

Special precautions which a user needs to be aware of

When being transported by air, quicklime is classified in the Department of Transportation (DOT) regulations as a hazardous material. (49 CFR 172.101). For aircraft transport only, Calcium Oxide is classified as Hazard Class 8-Corrosive, UN1910, Packing Group III. For passenger aircraft, the maximum net quantity allowed per container is 25 kg. For cargo aircraft, the maximum net quantity allowed per container is 100 kg. For quantities greater than 25 kg up to and including 100 kg, the container shall be labeled with CARGO AIRCRAFT ONLY. Because express carriers (i.e., Federal Express, Airborne Express, and United Parcel Service) ship by air, quicklime presented to these carriers for shipment must be packaged, marked, and labeled in accordance with IATA requirements, and must be accompanied by the appropriate shipping documentation. Only personnel trained and certified under applicable DOT Hazardous Materials Regulations (contained in Title 49 of the Code of Federal Regulations) may prepare any quicklime product for air transport. Quicklime is not classified as a hazardous material by DOT when transported by means other than by air.

15. Regulatory Information

CERCLA Hazardous Substances	Not listed
SARA Toxic Chemical (40 CFR 372.65)	Not listed
SARA Section 302 Extremely Hazardous Substances (40 CFR 355)	Not listed
SARA 311/312	Not listed
SARA Section 313 Toxic Chemicals reporting requirements	None
Threshold planning quantity (TPQ)	Not listed
RCRA Hazardous Waste Classification (40 CFR 261)	Not Classified
EPA Toxic Substances Control Act (TSCA) Status	All of the components of this product are listed on the TSCA
California Proposition 65	Airborne crystalline silica particulates of respirable size are known to the State of California to cause cancer.
NFPA ratings	Health: 3 Fire: 0 Reactivity: 2 W
HMIS Ratings	Health: 3 Fire: 0 Reactivity: 2 Personal protection: E
OSHA Specifically regulated substance (29 CFR 1910)	Not listed
OSHA Air contaminant (29 CFR 1910.1000, Table Z-1, Z-1-A)	Listed
MSHA	Not listed
Canada DSL	Listed
Canadian WHMIS Classification	D2A, Materials Causing other toxic effects. E, Corrosive Material





Safety Data Sheet

Quicklime

Revision date:
May 1, 2015

Canada CPR This product has been classified in accordance with the hazard criteria of the Controlled Products Regulation of a Canada and this SDS contains all the required information.

Ontario Regulations Refer to Regulation 845: Designated Substances - Silica

16. Other Information

List of GHS	H315: Causes skin irritation
Hazard	H318: Causes serious eye damage
Statements:	H335: May cause respiratory irritation.
	H350: May cause cancer through inhalation
	H372: Causes damage to lungs through prolonged or repeated exposure by inhalation.

List of GHS	P201: Obtain special instructions before use.
Precautionary	P202: Do not handle until all safety precautions have been read and understood.
Statements:	P233: Keep container tightly closed
	P260: Do not breathe dust.
	P264: Wash thoroughly after handling.
	P270: Do not eat, drink or smoke when using this product.
	P271: Use only outdoors or in well-ventilated area
	P280: Wear protective gloves, clothing and eye protection

Abbreviations

CERCLA	Comprehensive Environmental Response, Compensation and Liability Act	RCRA	Resource Conservation and Recovery Act
SARA	Superfund Amendments and Reauthorization Act	IARC	International Agency for Research on Cancer
NTP	National Toxicology Program		

The information contained herein is believed to be accurate and reliable as of the date hereof. However, Carmeuse makes no representation, warranty or guarantee as to results or as to the information's accuracy, reliability or completeness. Carmeuse has no liability for any loss or damage that may result from use of the information. Each user is responsible to review this information, satisfy itself as to the information's suitability and completeness, and circulate the information to its employees, customers and other appropriate third parties.

ADDENDUM NO. 5

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 25, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Might it be possible to get the incumbent supplier and pricing for Caustic Soda 25% used at the city of St. Augustine? **Answer:** CAUSTIC SODA IS BEING PURCHASED FROM BRENNITAG CHEMICALS.
2. **Question:** Might you be able to confirm annual usage and typically order quantity for Caustic Soda 25% used at the city of St. Augustine? The specification has a few inconsistencies. **Answer:** ORDER EVERY THREE MONTHS. ANNUALLY WE RECEIVE FOUR FULL TRUCKLOADS. EACH LOAD IS 5,000 GALLONS.
3. **Question:** Would it be possible to get additional specification info for the Antiscalant requested for the city of St. Augustine (pH, specific gravity, etc.)? Also, the specification states the product must be "either Rayon or Membrane grade" and "Caustic will be delivered as (price per gallon)." I assume this is a typo but would like to confirm. **Answer:** ANTISCALANT DATA IS, SPECIFIC GRAVITY : 1.03-1.07 G/ML , PH OF SOLUTION : 2.5-4.0 , PERCENT VOLATILE:30-40%.
4. **Question:** Might it be possible to get the min PO4 requirement for the orthophosphate for the city of St. Augustine? **Answer:** THE ANNUAL ORDER IS FOUR, 275 GALLON TOTES.
5. **Question:** In reviewing the specification for orthophosphate at St. Augustine, it was stated the material is a 20/50 poly/ortho blend. This ratio should add up to 100%, not 70%. Might you be able to clarify? Without additional clarification, it will be impossible to determine our equivalent short of onsite testing. **Answer:** THE SPECIFICATION ON THE LABEL IS 20% ORTHOPHOSPHATE AND 50% POLY.

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

6. **Question:** As per the directions from the published addendum, Praxiar has listed its exceptions to the terms & conditions contained in City of Oviedo's sample contract. **Answer:** The City of Oviedo will not agree to any modifications or revisions to the Goods and Services Agreement.

Acknowledgment:

Jack Fahler

Signature and Date

Jack Fahler, VP of Sales & Marketing

Printed Name and Title

Carmeuse Lime & Stone

Company Name

END OF ADDENDUM NO. 5

Attachment: CARMEUSE LIME & STONE (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

ADDENDUM NO. 1

 ORIGINAL

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: June 29, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Updates & Revised Bid Form

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

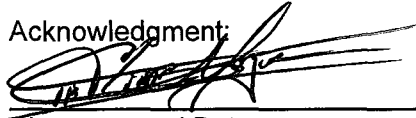
Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that Flagler County Board of County Commissioners will not be a part of this bid, however, the City of St. Augustine will be part of the Co-op.
2. **The bid form has been updated for the City of Palm Coast, the following changes were made**
 - Dense Sodium Carbonate (Soda Ash) – **has been removed.**
 - Sodium Hydroxide (Caustic) – **has been added.**
 - Scale Inhibitor – **has been added.**
3. Please use the updated Bid form on the following two pages to include the above changes.

Acknowledgment:



July 25, 2016

Signature and Date

Cristhianne Munguia, Bid Coordinator

Printed Name and Title

Allied Universal Corporation

Company Name

END OF ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 2

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 1, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Updates – Chemicals – Sodium Hydroxide & Scale Inhibitor (City of Palm Coast)

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

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Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that per Addendum #1, Sodium Hydroxide (Caustic) and Scale Inhibitor were added for the City of Palm Coast, specifications for both are on the following pages.

Acknowledgment


Signature and Date

July 25, 2016

Cristhianne Munguia, Bid Coordinator

Printed Name and Title

Allied Universal Corporation

Company Name

END OF ADDENDUM NO. 2

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

City of Palm Coast
Sodium Hydroxide (25% - Rayon or Membrane Grade Caustic)
Quantity: approximately 500 wet tons

General Description of Services

The City of Palm Coast Public Works / Utility Division is seeking a firm price per wet ton (delivered) for the purchase of Sodium Hydroxide to be used at the Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, Florida 32164 and Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137.

- Acceptable Standard: 25% Grade Sodium Hydroxide (Caustic), either Rayon or Membrane grade and must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.
- Caustic will be delivered as liquid caustic (price per wet ton).
- Delivery will be a twenty-three (23) ton minimum load (4,300 gallons).
- Total anticipated Annual Volume (not guaranteed) is 500 tons (1,000,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The contractor's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The contractor's will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The contractor's must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The contractor's will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within forty eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Sodium Hydroxide 25% in less than 48 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal delivery" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hydroxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hydroxide shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may

reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sodium hydroxide. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164.** Purchaser owns two (2) 6,000-gallon storage tanks. Approximate delivery requirement: 30 tons every 90 business days.
- **Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137.** Purchaser owns two (2) 6,500-gallon storage tanks. Approximate delivery requirement: 92 tons every 90 business days.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Scale Inhibitor
Quantity: approximately 4,500 gallons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per gallon (delivered) for the purchase of scale Inhibitor to be used at the Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, FL 32164 and Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137.

- Acceptable Standard: The scale inhibitor shall also be <100cps as measured by the Brookfield viscosity value. This product must be AWC A-102 plus or equivalent. The delivered product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.meet ANSI/NSF Standard 60 specifications for drinking water. In addition, it must meet all requirements for use in potable water as described under rule 62-555.315 F.A.C. and certified to meet AWWA standard B502-83 or latest revision.
- Acceptable Standard: The scale inhibitor must contain no Polyacrylic acid / polymaleic acid. A signed statement must be included with the bid verifying that the product contains no detectable levels of Polyacrylic / Polymaleate or dendrimer chemistries.
- Acceptable Standard: This product must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- Acceptable Standard: This product must control calcium carbonate up to an LSI of 2.6. It must also control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride, and calcium phosphate scale. It must also disperse silica and colloidal iron.
- Physical Properties: The product is a clear to light yellow liquid with a specific gravity between 1.1 – 1.2. The pH of the product should be in the range of 3-4.
- Total anticipated Annual Volume (not guaranteed) is 4,500 gallons.
- The Bidder must be able to supply each facility with a maximum of – 550 gallons (Wtp2) and 550 gallons (Wtp3), and also be willing to deliver as little as 110 gallons when required.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system when dealing with bulk deliveries.
- **The successful bidder's shipper is responsible for offloading the product from their truck using a lift gate when dealing with deliveries using pallets or 55 gal drums.**
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- The successful bidder must provide theoretical RO training for system cleaning once per year.

- A qualified technician must be available within 24hrs notice for troubleshooting should there be any problems with the RO system.
- Should scaling occur, the anti-scalant supplier must have the capability of cleaning 1 of the scaled membranes off-site to determine the best cleaning chemicals and best procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning.
- **A free membrane autopsy must be provided once per year at the City of Palm Coast request while the suppliers anti-scalant is being used.**
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within forty eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Scale Inhibitor in less than 48 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal delivery" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking **Scale Inhibitor**.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Scale Inhibitor shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Scale Inhibitor. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by 55 gal drums shall be made to:

- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164**
Bidder must ship in 55 gal drums.
- **Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137**
Bidder must ship in 55 gal drums.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 13, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

- Question:** If we take exceptions to items contained in your bid and offer up alternative language, will be deemed non-responsive? **Answer:** Please send your question/exception/alternative language, and it will be reviewed, and put in a subsequent addendum if approved or not.
- Question:** If bidding a price for a certain chemical, does the supplier have the supply all sites that require the chemical. **Answer:** For the City of Palm Coast, the answer would be yes.
- Question:** On item #36 – OrthoPhosphate: What are the specifications for the product; i.e. - % orthophosphate (PO4), % polyphosphate (PO4), Total PO4, Specific Gravity, pH, etc. What is the name of the product in use now? **Answer:** The City of St. Augustine currently uses a 2050 blend, the specific gravity is 1.438 at 75 degrees, a pH of 6.16, & Harcross chemical co. was our supplier.
- Question:** May I have the name of the winner of the last bid/supplier, the product name and the price for items #2, 17, 25, 27 & 36. **Answer:** Please see the attached bid tabulation from the last co-op bid.
- Please be advised of the following cost for the City of St. Augustine and City of Edgewater:**

<u>City of St. Augustine</u>	<u>Pricing:</u>	<u>Supplier</u>
Item # 33 – Antiscalant- approx. 275 gal per tote	\$1,639.85	Harcross
Item # 36 – Orthophosphate – approx. 275 gals per tote	\$1,491.20	Harcross
<u>City of Edgewater</u>		
Item#2 – Corrosion Inhibitor – 1,000 – 3,000 gals	\$6.95	Hawkins

Acknowledgment:



July 25, 2016

Signature and Date

Cristhianne Munguia, Bid Coordinator

Printed Name and Title

Allied Universal Corporation

Company Name

END OF ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 4

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 19, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

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Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Will I need to submit a bid bond for each City that we are submitting bids to that are over \$100,000?? Or will only one bid bond made out to the City of Palm Coast Co-op be required. **Answer:** There will be a different bid bond for each entity that bid is over \$100,000.
2. **Question:** Please review below and provide clarification as soon as possible.

City of Edgewater:

Specification of Material

"Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10-85 percent hypochlorite by weight)"

The city needs to provide clarification to the 10-85 percent hypochlorite by weight.

City of St. Augustine

Specification of Material

- A) Specifications for Sodium Hypochlorite are described as it was Sodium Hydroxide instead.
- B) Also the issue with the annual volume of 5,000 gallons vs. 520,000 gallons.
- C) Minimum delivery amounts of 10,000 gallons is incorrect.

Answer: City of Edgewater – This should read as follows: - "Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent hypochlorite by weight)" **Answer: City of St. Augustine** – The above specification of material is correct.

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

3. **Question:** We would like to confirm that the Liquid Carbon Dioxide storage tank at St. Augustine is 4,500 lb and the annual bid volume is 12,000 lbs. Is this correct? **Answer:** This is correct.

Acknowledgment:



July 25, 2016

Signature and Date

Cristhianne Munguia, Bid Coordinator

Printed Name and Title

Allied Universal Corporation

Company Name

END OF ADDENDUM NO. 4

ADDENDUM NO. 5

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 25, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

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1. **Question:** Might it be possible to get the incumbent supplier and pricing for Caustic Soda 25% used at the city of St. Augustine? **Answer:** CAUSTIC SODA IS BEING PURCHASED FROM BRENNTAG CHEMICALS.

2. **Question:** Might you be able to confirm annual usage and typically order quantity for Caustic Soda 25% used at the city of St. Augustine? The specification has a few inconsistencies. **Answer:** ORDER EVERY THREE MONTHS. ANNUALLY WE RECEIVE FOUR FULL TRUCKLOADS. EACH LOAD IS 5,000 GALLONS.

3. **Question:** Would it be possible to get additional specification info for the Antiscalant requested for the city of St. Augustine (pH, specific gravity, etc.)? Also, the specification states the product must be "either Rayon or Membrane grade" and "Caustic will be delivered as (price per gallon)." I assume this is a typo but would like to confirm. **Answer:** ANTISCALANT DATA IS, SPECIFIC GRAVITY : 1.03-1.07 G/ML , PH OF SOLUTION : 2.5-4.0 , PERCENT VOLATILE:30-40%.

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ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

6. **Question:** As per the directions from the published addendum, Praxiar has listed its exceptions to the terms & conditions contained in City of Oviedo's sample contract. **Answer:** The City of Oviedo will not agree to any modifications or revisions to the Goods and Services Agreement.

Acknowledgment:



July 25, 2016

Signature and Date

Cristhianne Munguia, Bid Coordinator

Printed Name and Title

Allied Universal Corporation

Company Name

END OF ADDENDUM NO. 5

Attachment: ITB-U-16-14 ALLIED UNIVERSAL CORPORATION (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

Jim Palmer, President - CEO

(Seal of Corporation)

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 8th day of June 2016.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

Supply and Delivery of Chemicals to City of Palm Coast.

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax



City of Palm Coast

160 Cypress Point Parkway, Suite B-106
Palm Coast, FL 32164
Tel (386) 986-3730

The City of Palm Coast, FL will receive **Sealed Bids up to 2:00pm on July 27, 2016** at the Purchasing Office of the City of Palm Coast, 160 Lake Ave, Palm Coast, FL 32164 for the following:

INVITATION TO BID

ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater

This Invitation to Bid is issued for the purpose of a cooperative bid between the cities of Edgewater, Flagler Beach, Holly Hill, Oviedo, Palm Coast and Flagler County Board of County Commissioners for the purchase of their respective estimated annual requirements of chemicals used for the treatment of water and wastewater.

Bids must be addressed as follows for both Mail and Hand Deliveries:

City of Palm Coast
Purchasing & Contracts Management Division
160 Lake Ave, Suite 221
Palm Coast, FL 32164

Bids must be submitted utilizing the Required Submittals packet in order to be valid. Copies of the bid and the Required Submittals packet may be obtained from Brian Rothwell, Purchasing Manager, City of Palm Coast, 160 Cypress Point Parkway, Suite B-106, Palm Coast, FL 32164, telephone 386-986-3730 or from the City of Palm Coast's website: palmcoastgov.com/government/departments/purchasing.

All prospective Bidders are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members, other than the noted contact person(s), regarding this bid at any time prior to the bid having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of the bid.

Please be sure to include your company's name, address and phone number, as well as the bid name and number, on the outermost envelope.

Bids received after **2:00pm on July 27, 2016** will be returned to the sender unopened. FAX or telegraphic bids will not be accepted.

The City reserves the right to accept or reject any or all bids with or without cause, to waive technicalities, or to accept the bid which, in its judgment, best serves the interest of the City. Persons with disabilities needing assistance to participate in any of the proceedings should contact the City Personnel Office ADA Coordinator at 386-986-3718 at least forty-eight (48) hours in advance.



Required Submittals Packet

ITB-U-16-14

Co-Op Annual Supply of Chemicals for Water and Wastewater

1. All addenda (signed and dated), if applicable.
2. The following forty-seven (47) pages. Please note that some of the pages are only required if you are bidding on the chemicals for the City of Oviedo.

All prospective Bidders are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members, other than the noted contact person(s), regarding this bid at any time prior to the bid having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of the bid.

Only the above mentioned items need to be submitted. Please be sure to include the bid name and number, as well as your firm's name, address and phone number, on the outermost envelope and please mark submittals as "original" and "copy". Failure to provide all of the required submittals may result in the bid to be considered non-responsive.

Confidential Materials: Any materials that qualify as "trade secrets" shall be segregated and clearly labeled in order not to be considered Public Record.

BID FORM - REVISED - PER ADDENDUM #1

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes, or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use to the specified Governmental Entity.**

CITY OF EDGEWATER			
Item	Description	Unit of Measure	Unit Cost
1	AMMONIUM SULFATE - approx. 7,000 gallons	gal.	\$ NO BID
2	COROSION INHIBITOR - approx 1,000 - 3,000 gallons	gal.	\$ NO BID
3	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,400 tons	ton	\$ NO BID
4	LIQUID ALUMINUM SULFATE - approx. 30,000 gallons	gal.	\$ NO BID
5	LIQUID CARBON DIOXIDE - approx. 250 - 400 tons	ton	\$ NO BID
6	LIQUID FERRIC SULFATE - approx. 11,000 gallons	gal.	\$ NO BID
7	LIQUID SODIUM BIOSULFITE - approx. 10,000 gallons (Minimum Delivery 1,000 gal)	gal.	\$ 1.37
8	POLYMER - 45 - 55 Drums	drums	\$ NO BID
9	LIQUID SODIUM HYPOCHLORITE - approx. 116,000 gallons	gal.	\$.442
CITY OF FLAGLER BEACH			
Item	Description	Unit of Measure	Unit Cost
10	SULFURIC ACID 93% - approx. 46 tons	ton	\$ NO BID
CITY OF HOLLY HILL			
Item	Description	Unit of Measure	Unit Cost
11	AMMONIA-TANNER, ANHYDROUS AMMONIA METALLURGICAL GRADE- approx. 3,000 pounds	lb.	\$ NO BID
12	LIQUID ALUMINUM SULFATE - approx. 190 tons	ton	\$ NO BID
13	LIQUID CHLORINE (one-ton cylinders) - approx. 52 tons	ton	\$ 458.40
14	LIQUID SULFUR DIOXIDE (one-ton cylinders) - approx. 20 tons	ton	\$ 623.40
15	LIQUID CARBON DIOXIDE - approx. 44 tons	ton	\$ NO BID
16	HIGH CALCIUM BULK QUICKLIME - approx. 320 tons	ton	\$ NO BID
17	23% HYDROFLUOSILICIC ACID (HFS) - approx. 2,500 gallons	gal.	\$ NO BID
18	SOLID ANIONIC POLYMER - approx. 600 - 1,000 pounds	lb.	\$ NO BID

CITY OF OVIEDO

Item	Description	Unit of Measure	Unit Cost
19	AMMONIA HYDROXIDE 19% (bulk) - approx. 14,400 gallons	gal.	\$ NO BID
20	CARBONIC DIOXIDE (LIQUID CO ₂) - approx. 480,000 pounds	lb.	\$ NO BID
21	FLUORIDE 23% - approx. 8,400 gallons	gal.	\$ NO BID
22	SODIUM HYDROXIDE 50% - approx. 54,500 gallons (Minimum Delivery 3,500 gal)	gal.	\$ 1.42
23	SODIUM HYPOCHLORITE 12.5% (10% by weight = 12.5% by trade) - approx. 280,000 gallons	gal.	\$.449
24	SULFURIC ACID SPECIFICATION (93%) - approx. 8,400 gallons	gal.	\$ NO BID

CITY OF PALM COAST

Item	Description	Unit of Measure	Unit Cost
25	AMMONIUM SULFATE SOLUTION - approx. 30,000 gallons	gal.	\$ NO BID
26	CORROSION INHIBITOR (Polyorthophosphate 70/30 blend) - approx. 12,000 gallons	gal.	\$ NO BID
27	LIQUID POLYMER - approx. 30 - 38 totes (2,300 lbs. per tote)	tote	\$ NO BID
28	SODIUM HYPOCHLORITE - approx. 450,000 gallons	gal.	\$.498
29	ALUMINUM CHLORHYDRATE - approx. 130,000 lbs.	lb.	\$ NO BID
30	SULFURIC ACID (93%) - approx. 1,000 gallons	gal.	\$ NO BID
31	SULFURIC ACID (50%) - approx. 7,100 gallons	gal.	\$ NO BID
32	SCALE INHIBITOR - approx. 4,500 gallons	gal.	\$ NO BID
33	SODIUM HYDROXIDE (25%) - approx. 500 wet tons (Minimum Delivery 4,000 gal)	ton/wet	\$ 146.35

CITY OF ST. AUGUSTINE

Item	Description	Unit of Measure	Unit Cost
34	ANYDROUS AMMONIA - approx. 3,500 lbs.	lb.	\$ NO BID
35	ANTISCALANT - approx. 275. per tote	tote	\$ NO BID
36	CALCIUM HYPOCHLORITE (HTH) - approx. 2,000 lbs.	lb.	\$ 1.45
37	CARBON DIOXIDE - approx. 4,000 lbs.	lb.	\$ NO BID
38	ORTHOPHOSPAHTE - approx. 275 gals (per tote)	tote	\$ NO BID
39	QUICKLIME GRANULAR - approx. 20 tons	ton	\$ NO BID
40	SODIUM HYDROXIDE - approx. 625 wet tons. 25%	ton/wet	\$149.15
41	SODIUM HYPOCHLORITE - approx. 5,000 gals	gal.	\$.526
42	SULFURIC ACID - approx. 4,500 gals	gal.	NO BID

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment A Conflict of Interest Statement

STATE OF FLORIDA)

) ss

CITY OF Dade)

Before me, the undersigned authority, personally appeared
Cristhianne Munguia, who was duly sworn, deposes, and states:

1. I am the Bid Coordinator of Allied Universal Corporation with a local office in Miami, FL and principal office in Miami, FL.
2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as: ***ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater.***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

Continued on next page.

Attachment A
Conflict of Interest Statement (Continued)

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this 25 day of July, 2016.



 Signature of Affiant

Cristhianne Munguia

 Typed/Printed Name of Affiant

Bid Coordinator

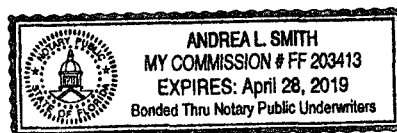
 Title

Sworn to and subscribed before me this 25 day of July, 2016.

Personally known XX or produced identification _____ (type of identification).

Notary Public - State of Florida

My commission expires April 28, 2019



 (Printed typed or stamped commissioned name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment B

Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to the City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specify which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City of Palm Coast in the event we are forced to litigate the public records status of the company's documents.

The City shall make final determinations as to Public Records Law Compliance.

Company Name: Allied Universal Corporation

Authorized representative (printed): Cristhianne Munguia

Authorized representative (signature): 

Date: July 25, 2016

Project: *ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater*

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment C Bidder's Certification

I have carefully examined the Invitation To Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of these Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation To Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Purchasing & Contracts Division prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Palm Coast or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: Allied Universal Corporation

By:


Signature

Cristhianne Munguia, Bid Coordinator

Name & Title, Typed or Printed

3901 NW 115 Avenue

Mailing Address

Miami, FL 33178

City, State, Zip Code

305-888-2623

Telephone Number

Sworn to and subscribed before me

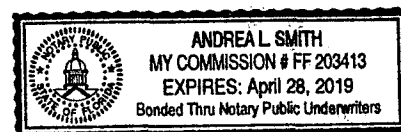
This 25 day of July 2016.


Signature of Notary (& Stamp)

Notary Public, State of Florida

Personally Known ☒ or

Produced Identification _____
(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment D Drug-Free Work Place Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that Allied Universal Corporation does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature

Cristhianne Munguia, Bid Coordinator

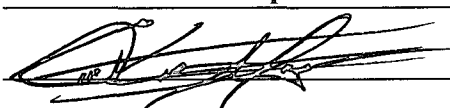
Print Name & Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment E
Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

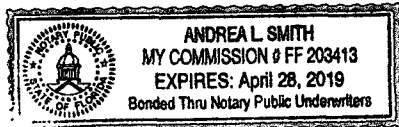
Contractor: Allied Universal Corporation
 Signature: 
 Printed Name: Cristhianne Munguia
 Title: Bid Coordinator
 Date: July 25, 2016

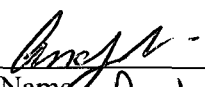
Affix Corporate Seal

STATE OF Florida)
) ss
 COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 25 day of July, 20 16, by Cristhianne Munguia of Allied Universal Corporation firm), on behalf of the firm. He/She is personally known to me or has produced personally known identification.

(Seal)




 Print Name Andrea L. Smith
 Notary Public in and for the County and State Aforementioned
 My commission expires: April 28, 2019

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment F References

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

1. Company Name Miami Dade Water & Sewer
 Contact Name and Title Ed Turner
 Address 700 West 2nd Ave., Hialeah, FL 33011
 Phone Number 786-229-0701 FAX Number _____
 Duration of Contract or business relationship On-Going past 20 years

2. Company Name City of Sunrise
 Contact Name and Title Dough Kerwin
 Address 14100 SW 8 street.,m Sunrise, FL 33325
 Phone Number 954-846-7400 FAX Number _____
 Duration of Contract or business relationship On-Going past 8 years

3. Company Name City of New Port Richey
 Contact Name and Title Roger Goodwin, Superintendent
 Address 4720 N Main St., New Port Richey, FL 34652
 Phone Number 727-841-4568 FAX Number _____
 Duration of Contract or business relationship _____

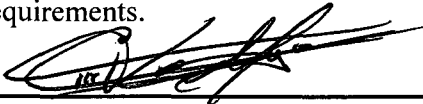
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment G Identical Tie Proposals

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



AUTHORIZED SIGNATURE

Allied Universal Corporation

COMPANY

July 25, 2016

DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment H
Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

Litigation: N/A - no contract litigation, disputes or claims (other than two collection matters filed by Allied to collect unpaid invoices; one resulted in judgment in favor of Allied, the other is pending and expected to result in judgment in favor of Allied).

License Sanctions: N/A.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment I
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Allied Universal Corporation

Organization Name

Cristhianne Munguia, Bid Coordinator

Name and Title of Authorized Representative

July 25, 2016

Signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment J
Certificate of Corporation
 *Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF Dade

FEI NUMBER 59 0776285

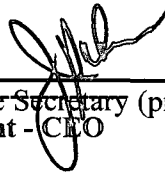
I HEREBY CERTIFY that a meeting of the Board of Directors of Allied Universal, a corporation under the laws of the State of Florida, was held on June, 2016. The following resolution was duly passed and adopted:

“RESOLVED, that Cristhianne Munguia as Bid Coordinator President of the corporation is hereby authorized to execute the Contract dated _____, 20____, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 25 day of July, 2016.



 Jim Palmer
 Corporate Secretary (printed)
 President - CEO

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS	
Home	Contact Us
E-Filing Services	Document Searches
Forms	Help

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[Events](#) [Name History](#)

Entity Name Search

Detail by Entity Name

Florida Profit Corporation

ALLIED UNIVERSAL CORP.

Filing Information

Document Number	183054
FE/EIN Number	590776285
Date Filed	01/31/1955
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	06/28/1977
Event Effective Date	NONE

Principal Address

3901 NW 115 AVENUE
MIAMI FL 33178 US
Changed 04/27/2001

Mailing Address

3901 NW 115 AVENUE
MIAMI FL 33178 US
Changed 04/27/2001

Registered Agent Name & Address

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI FL 33178
Name Changed: 04/27/2001
Address Changed: 04/27/2001

Officer/Director Detail

Name & Address

Title CD
NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI FL 33178

Title PD
PALMER, JAMES
3901 NW 115 AVE.
MIAMI FL 33178

Title T
KOVEN, MICHAEL
3901 NW 115 AVE.
MIAMI FL 33178

Title VPD

State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 7, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of May, 2014*

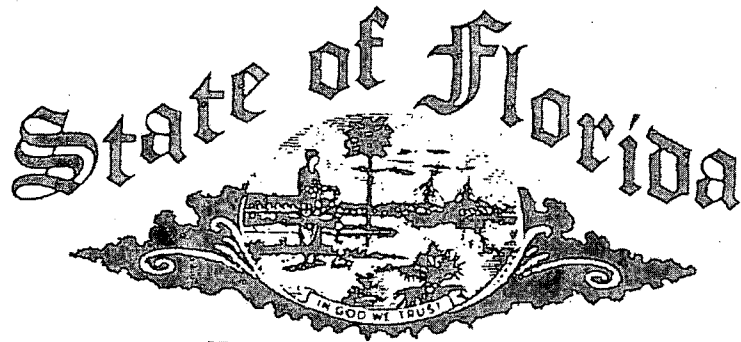


Ken Detmer
Secretary of State

Authentication ID: CU4584180504

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, along with all the Corporation Annual Reports, for ALLIED UNIVERSAL CORP., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is 183054.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourth day of March, 1999

Katherine Harris

Katherine Harris
Secretary of State

CERTIFICATE OF INCORPORATION

OF

ALLIED CHLORINE & CHEMICAL PRODUCTS, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation for profit under the laws of the State of Florida, and do hereby certify that we have become such corporation under and pursuant to the following Articles of Incorporation:

I.

The name of the corporation is ALLIED CHLORINE & CHEMICAL PRODUCTS, INC.

II.

The general nature of the business to be transacted by said corporation shall be and is as follows:

APPROVED AND FILED

J. A. Finney

To manufacture, buy, sell and deal in, either for itself or as agents for others in chlorine & chlorine products, chemicals & chemical products and all necessary tanks, cylinders and equipment of all kinds and natures; to make and purchase materials for the construction of buildings; to erect buildings; to own, manage, operate, lease and sell buildings; to conduct and carry on the business of builders and contractors for the purpose of building, erecting, altering, repairing, or doing any other work in connection with any and all classes of buildings and improvements of any kind and nature whatsoever; to acquire, own, use, convey, and otherwise dispose of, and deal in real property, or any interest therein.

To acquire by purchase or lease, or otherwise, lands and interests in lands, and to own, hold, improve, develop, and manage any real estate so acquired, and to erect or cause to be erected, on any lands owned, held or occupied by the corporation, buildings or other structures, and to rebuild, enlarge, alter or improve any buildings or other structures now or hereafter erected on any land so owned, held or occupied; and to mortgage, sell, lease or otherwise dispose of, any lands or interests in lands, and in buildings or other structures and any stores, shops, or parts of any building, at any time owned or held by the corporation.

To enter into, make and perform, and carry out Contracts of every sort, and kind with any person, firm, association or corporation, municipality, body politic, County, State or Government, and without limit as to amount; to draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds and other negotiable or transferable instruments, and evidences of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise, so far as may be permitted by the laws of the State of Florida; to manufacture, purchase or acquire, in any lawful manner, and to hold, own, mortgage, pledge, bargain, sell, transfer or assign, or in any manner dispose of, or to deal and trade in goods, wares, merchandise, and property of any class or description in any part of the world, including real and personal property; to apply for, hold, purchase, acquire or otherwise deal, in letters patent or copyrights of the United States or other Countries, and to work, operate, or develop the same, or to carry on any business, manufacturing or otherwise which may directly or indirectly affect those objects or any of them; to purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise, acquire or dispose of the shares of capital stock or any bonds, securities or other evidences of indebtedness created by any person or corporation of this State or any other State, Country, Nation or Government, and while owner of said stock exercise all the rights, privileges or ownership, including the right to vote thereon as natural persons might or could do. To do each and all things above set forth to the same extent as fully as natural persons might do or could do in the State of Florida, or in any other State, Country or place. This corporation reserves the right to amend, change or repeal any provision contained in the Certificate of Incorporation in the manner now or hereafter prescribed by Statute, and all rights conferred on stockholders herein, are granted, subject to this reservation.

This corporation shall have full power and authority to purchase the business, good will and all other property of any individual, firm or corporation, as a going concern. In general, to carry on any other business

in connection therewith, not specifically forbidden by the laws of the State of Florida, and with all powers conferred upon corporations by the laws of the State of Florida.

III.

The maximum number of shares of stock that this corporation is authorized to have issued and outstanding at any time is One Hundred (100) shares of stock at no par value.

IV.

The amount of the capital with which this corporation shall and does hereby begin business shall be and is the sum of Five Hundred (\$500.00) Dollars.

V.

This corporation shall have perpetual existence unless sooner dissolved according to law.

VI.

The principal offices of this corporation shall be and is located at 432 Plaza Building, Miami, Dade County, Florida, with the privilege of having branch offices at other places.

VII.

The number of directors of this corporation shall be not less than three, who need not be stockholders.

VIII.

The names and post office addresses of the first Board of Directors who, subject to the provisions of this Certificate of Incorporation, the By-Laws of this corporation, and the laws of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

HARRY ZEMMEL	PRESIDENT	3501 N.W. 18th Street Miami, Florida
LEON NAMOFF	VICE-PRESIDENT	3511 N.W. 18th Street Miami, Florida
IRVING J. WRINER	SECRETARY-TREASURER	432 Plaza Building Miami, Florida

IX.

The names and post office addresses of each subscriber of this

Certificate of Incorporation and a statement of the number of shares of stock which he agrees to take are as follows:

HARRY ZEMMEL	3501 N.W. 18th St. Miami, Florida	70 Shares
LEON HANOFF	3411 N.W. 18th St. Miami, Florida	20 Shares
IRVING J. WEINER	432 Plaza Building Miami, Florida	10 Shares

The officers of this corporation shall be a President, a Secretary, a Treasurer, and such other officers, agents and factors as may be deemed necessary. All officers, agents, and factors shall be chosen in such manner, hold their offices for such terms and have such powers and duties as may be prescribed by the By-Laws or determined by the Board of Directors. Any person may hold two or more offices except that the President shall not be the Secretary or an assistant Secretary of the Corporation.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set out hands and seals this 24 day of January, 1954, for the purpose of forming this corporation under the laws of the State of Florida, and we hereby make and file, in the office of the Secretary of State, in the State of Florida, this Certificate of Incorporation, and certify that the facts therein stated are as true.

Harry Zimmel L.S.
Leon B. Hanoff L.S.
Irving J. Weiner L.S.

STATE OF FLORIDA }
COUNTY OF DADE } SS:

Before me, personally appeared HARRY ZEMMEL, LEON HANOFF, and IRVING J. WEINER, to me well known and known to me to be the individuals described in and who executed the foregoing Certificate of Incorporation, and acknowledged before me that they executed the same for the purposes therein contained.

WITNESS my hand and official seal, this 24 day of January, 1954.

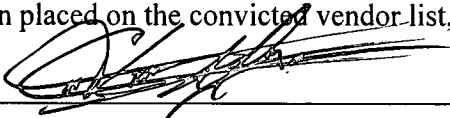
My Commission Expires March 5, 1957

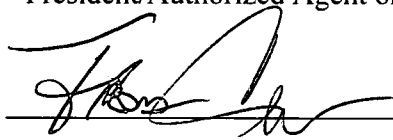
Nathan Nelson
NOTARY PUBLIC

Attachment K Public Entity Crime Form

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Cristhianne Munguia Authorized Agent or Official for Allied Universal Corporation
by signing below hereby certifies that neither he/she nor the firm of Allied Universal Corporation
is or has been placed on the convicted vendor list, now or within the period of thirty six (36) months.

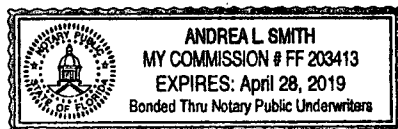
Signed By: 
President/Authorized Agent or Official

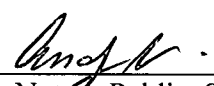
Witnessed By: 

State Of: Florida

County Of: Dade

The foregoing instrument was acknowledged before me this 25 day of July, 20 16, by Cristhianne Munguia, Bid Coordinator President, Authorized Agent or Official of Allied Universal Corporation, a Florida Company, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.




Notary Public, State of Florida

Commission No. FF 203413

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment L
Vendor Certification Regarding Scrutinized Companies List

*If bid amount is less than one million dollars (\$1,000,000), this form is **not** required.

Respondent Vendor's Name: Allied Universal Corporation

Vendor FEIN: 59 0776285

Authorized Representative's Name: Cristhianne Munguia

Authorized Representative's Title: Bid Coordinator

Address: 3901 NW 115 Avenue

City: Miami State: FL Zip: 33178

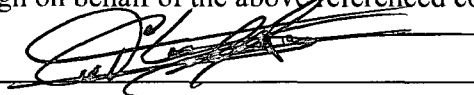
Phone Number: 305-888-2623

Fax Number: 786-522-0215

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: Cristhianne Munguia,
 who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name & Title: Cristhianne Munguia, Bid Coordinator

Date: July 25, 2016

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

CITY OF OVIEDO

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

Please note: If you bid on the chemicals for the City of Oviedo you must also complete and submit the Non-Collusion Affidavit of Bidder form, Disputes Disclosure Form, and the Statement of Insurance Compliance.

DISPUTES DISCLOSURE FORM

Answer the following questions by placing as "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?

YES _____ NO X

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO X

Has your firm had against it or filed any requests for equitable adjustment, contract claims, bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES X NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this bid for the City of Oviedo.

Allied Universal Corporation

Firm

July 25, 2016

Date

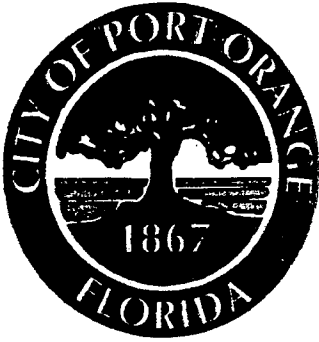

Authorized Signature and Title

Bid Coordinator

Cristhianne Munguia, Bid Coordinator

Printed or Typed Name and Title

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID
FOR THE CITY OF OVIEDO.**



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
FAX 386-756-5290
www.Port-Orange.org

November 2, 2012

Mr. George Meros, Jr.
Gray Robinson, P.A.
P.O. Box 1189
Tallahassee, Florida 32301-3189

Dear Mr. Meros:

On October 22, 2012, a Protest Hearing was convened at 2:05 p.m. concerning bid #ITB-PW-U-12-13: Utility Co-Op Annual Supply of Chemicals for Water and Wastewater. The bid protest was filed by Allied Universal Corporation. It was determined that Allied Universal Corporation filed the protest in a timely manner in accordance with the City of Port Orange's Purchasing Rules and Regulations.

Allied Universal Corporation stated in their protest that they were the lowest responsible bidder for liquid sodium hypochlorite (concentrated bleach). Allied Universal stated in their testimony that they supply approximately 70% of the liquid sodium hypochlorite to local water systems in the State of Florida. Allied provides sodium hypochlorite to Ormond Beach, Oviedo, Orange County, Orlando Utility Commission, Jacksonville Electric Authority, Brevard County, Indian River County, and Palm Beach County. These are representative of the users that are supplied by Allied Universal Corporation. Recently, a bid protest was heard by the City of Tallahassee and Allied received a recommendation to be the supplier of sodium hypochlorite.

Allied Universal Corporation indicated that they have supplied sodium hypochlorite to the City of Port Orange in the past. Allied Universal Corporation acknowledged during the hearing that once in 2010 that their product failed one product test that is performed at the Water Treatment Plant before the product is off loaded into the City storage tanks. During the testimony they indicated that they believed the test was faulted but did not challenge the rejection of the product at that time but rather replaced the product. The rejected product was never placed into the City's storage tanks. It was the first load of the 2010 contract and the records indicate that no other load failed the test or was rejected by the City of Port Orange during that contract period.

Testimony given by Shannon Lewis, Assistant City Manager, indicated that her recommendation to accept the Odyssey bid rather than Allied Universal was based on product quality, delivery problems in the past, regulatory action, fines and penalties levied in the past five years, and bid cancellation by the City of Stuart, FL in 2010.

The City provided several documents beginning in 2008 related to the quality of the product and other issues. In a memorandum dated September 2, 2008, from Steven Miller, he discussed the quality problem of the Allied product. In that memorandum, he indicated that the amount of Sodium Hypochlorite being consumed exceeded the normal usage amount. In his memorandum, Mr. Miller indicated that the product was weaker therefore requiring more product to be used. He indicated that weaker product could have cost the City an additional \$37,000 dollars. The memorandum further states that in Allied Universal's own analysis that they are not meeting the bid specifications.

On October 9, 2009, the City provided notes made that day that the first load of the fiscal year did not pass the lab test. However, in questioning, Mr. Miller acknowledged that was the only test that year that did not pass the laboratory test during that fiscal year. Mr. Miller did not indicate that there were any product problems with Allied for the remainder of the fiscal year. The City received 90 deliveries during that period of time from Allied.

Mr. Miller acknowledged that at least on one occasion the City had to go to a competitor of Allied because of delay in delivery. Fortunately, the other company was able to meet the delivery schedule. When asked about other delivery problems, Mr. Miller stated that it was not an on going problem.

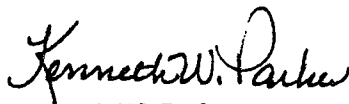
Allied Universal acknowledged that the EPA has taken regulatory action against them. A copy of the consent order was provided. The parties agreed to a specific fine that is outlined in a consent order issued by the EPA. Allied has agreed to pay the fine. One of the sites found in violation is the Fort Pierce site. This is where the sodium hypochlorite is produced that would supply Port Orange. Allied Universal indicated that they have revamped their entire plant and constructed new facilities to address the concerns of the EPA.

There are no other reports in fiscal year 2010 of problems with Allied Universal's product, quality, and other related items. There were three bidders for Liquid Sodium Hypochlorite. Allied Universal's bid is \$0.607 per gallon. This is compared to \$0.638 per gallon for Odyssey and \$0.065 per gallon for Brenntag Mid-South. The differential between Allied, who submitted the lowest gallon, and the recommended company is \$0.031 per gallon. The estimated amount of Sodium Hypochlorite to be used by the City of Port Orange at both its Water Treatment Plant and its Reclaimed Water Treatment Plant is 450,000 gallons. The cost differential between Allied Universal and the staff recommendation of Odyssey is \$13,950.

In reviewing the documents, Allied Universal complied with the submission of documents. It disclosed regulatory actions. In reviewing the comparative numbers between 2010 and 2011, it does appear that the usage is comparable. Based upon the data and documents presented and Allied performance with the City in fiscal year 2010, I am upholding Allied Universal's protest and will recommend to the City Council that Allied Universal's bid price be accepted for Liquid Sodium Hypochlorite. Further, I will recommend to the City Council that Allied Universal's proposal to guarantee their product with a money back guarantee be accepted.

The Liquid Sodium Hypochlorite bid will be considered by the Port Orange City Council on Tuesday evening, November 13, 2012. The meeting is scheduled for 7:00 p.m. Any persons or companies that desire to submit additional materials for City Council consideration must do so no later than 5 p.m. on Wednesday, November 7, 2012. The materials should be submitted to Lisa Pallante, Acting Purchasing Manager, City of Port Orange, 1000 City Center Circle, Port Orange, FL 32129. Email documents will be accepted. All additional documents can be sent to LPallante@port-orange.org.

I Remain



Kenneth W. Parker
City Manager

c.c. Shannon Lewis, Assistant City Manager
Lisa Pallante, Acting Purchasing Manager
Margaret Roberts, City Attorney

CITY OF OVIEDO STATEMENT OF INSURANCE COMPLIANCE

The selected Firm or Individual for all Bids (ITB), Requests for Qualifications (RFQ), and Requests for Proposals (RFP) will be required to name the City as an additional named insured with the following minimum coverages.

A. Workers Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under this Bid, RFQ or RFP in accordance with the laws of the State of Florida. Employers Liability Insurance shall be maintained by the selected firm or individual at limits not less than the following.

\$500,000 Each Accident
\$500,000 Each Employee
\$500,000 Policy Limit for Disease

B. Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage-each occurrence
\$1,000,000 Personal & Advertising Injury-each occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregates limit
\$ 5,000 Medical Payments
\$ 100,000 Fire Damage Legal Liability

Coverage shall include Contractual Liability and Independent Contractors Liability.

C. Commercial Business automobile Liability Insurance complete coverage shall be maintained by the selected firm or individual for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

D. Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

E. Other Required Insurance Coverage where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City.

All insurance minimum coverages extend to any subcontractor, and the General Contractor is responsible for all sub-contractors.

The undersigned firm agrees to obtain prior to award, if selected, Professional Liability Insurance, Worker's Compensation and General Liability in accordance to the requirements as set forth in the Invitation for Proposal, Invitation to Bid, or Invitation for Qualifications, or draft agreement, attached hereto.

Policies other than State Issued Worker's Compensation shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Allied Universal Corporation

PROPOSER/BIDDER



AUTHORIZED SIGNATURE

Bid Coordinator

OFFICER TITLE

July 25, 2016

DATE

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID
FOR THE CITY OF OVIEDO**

**CITY OF OVIEDO AGREEMENT FOR

GOODS AND SERVICES WITH
_____**

THIS AGREEMENT made and entered into the _____ day of _____, 200- by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and _____, a Florida (other state) for-profit/not-for-profit corporation OR limited liability company OR a general partnership OR a limited partnership OR a sole proprietorship, whose principal and local address is _____, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WITNESSETH:

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) _____ (OR RFP, ETC.) ; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide _____, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to _____ and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not (OR "is") subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for _____, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY, shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount

is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY. Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), Contractor hereby agrees that it is the common law employer of any Personnel provided by Contractor to the City. Contractor agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to

be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the City be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required 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 and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR.

(b) The CONTRACT shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

**Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of _____ () year(s).

(b) After the initial term, this Agreement 1) shall be automatically renewed on an annual basis for a maximum of _____ () year(s) or 2) may be renewed for two additional one year periods if mutually agreeable to both parties.

(c) The maximum term for the contract and all renewals is a cumulative term of _____ () years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

**City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765**

(d) The CONTRACTOR's designated representative is:

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or

State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10) days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the Consultant, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, Contractor will further hold harmless, defend and indemnify the City, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure to Contractor's failure

to offer health coverage to Personnel which failure results in the assessment of a penalty against the City.

The Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the Consultant of its liability and obligation to defend, hold harmless and indemnify the City as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the Consultant's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the Consultant as required herein shall be considered, and the City agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurances available to the City shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the Consultant as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

- \$500,000 Each Accident
- \$500,000 Each Employee
- \$500,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

\$1,000,000 Bodily Injury & Property Damage - each occurrence
 \$1,000,000 Personal & Advertising Injury - each occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregates limit
 \$ 5,000 Medical Payments
 \$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CSL or its equivalent.

SECTION 22: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The

CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act (INA)*. The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing of it who has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

SECTION 23: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

SECTION 24: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 25: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 26: SUBCONTRACTORS.

(a) Any CONTRACTOR's proposed subcontractors shall be submitted to the CITY for written approval prior to the CONTRACTOR entering into a subcontract. Subcontractor information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.

(b) The CONTRACTOR shall coordinate the provision of goods and/or services and work product of any CITY approved subcontractors, and remain fully

responsible for such goods and/or services and work under the terms of this Agreement.

(c) Any subcontract shall be in writing and shall incorporate this Agreement and require the subcontractor to assume performance of the CONTRACTOR's duties commensurately with the CONTRACTOR's duties to the CITY under this Agreement, it being understood that nothing herein shall in any way relieve the CONTRACTOR from any of its duties under this Agreement. The CONTRACTOR shall provide the CITY with executed copies of all subcontracts.

(d) The CONTRACTOR shall reasonably cooperate at all times with the CITY and other CITY contractors and professionals.

SECTION 27: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 28: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 29: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements,

understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 30: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 31: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 32: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 33: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 34: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 35: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 36: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute

resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 37: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the ____ day of _____, 200_, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

By: _____

Date: _____

ATTEST:

CITY OF OVIEDO

By:

City Clerk

Dominic Persampiere, Mayor

Date: _____

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

Lonnie Groot, City Attorney

DRAFT



Project Manual

ITB-PW-U-16-14

Co-Op Annual Supply of Chemicals for Water and Wastewater

Due Date/Time: July 27, 2016 at 2:00pm

Please be advised that if you download the following Invitation To Bid we ask that you complete the online Plan Holders form.

Vendors are responsible for determining whether any addenda have been issued. All addenda will be posted on the City's website: palmcoastgov.com/government/purchasing.

The acknowledgement page of all addenda must be submitted with the bid. Please see the "Required Submittals Packet", which is posted on the City's website under this solicitation, for instructions.

Confidential Materials: Any materials that qualify as "trade secrets" shall be segregated and clearly labeled in order not to be considered Public Record.

If you have any questions, please contact Brian Rothwell or David Klages at 386-986-3730.

City of Palm Coast
Purchasing & Contracts Management Division
160 Lake Avenue, Suite 221, Palm Coast, FL 32164
palmcoastgov.com/government/purchasing

**Section 1 –
General Description of Services**

**Section 1 –
General Description of Services**

SCOPE:

This is a cooperative bid issued by the City of Palm Coast, on behalf of the governmental entities heretofore listed, for the purchase of their respective estimated annual requirements of chemicals used for the purpose water and wastewater treatment.

The subsequent contract(s) shall be construed to be in accordance with, and governed by, the laws of the State of Florida.

Each local governmental entity will execute its own contract with the bidder in accordance with its purchasing policies and procedures.

The initial period of this contract shall commence on **October 1, 2016** and continue through **September 30, 2017**.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities'.

SPECIFICATIONS:

See attachments for all specifications. If a product specification is not provided for an individual entity, the specification for the City of Palm Coast is to be used. Each governmental entity has listed on the attached specifications an estimated amount of its usage. **The estimated amounts of usage to do guarantee the quantities that will be purchased as a result of this bid.**

DELIVERIES:

The governmental entities shall be responsible for notifying the successful vendor when delivery is required. **Delivery shall be made to the specified location within forty-eight (48) hours of notification unless otherwise specified or liquidated damages may be accessed.**

The governmental entities shall require an authorized person at the delivery location to sign the loading ticket. A copy of the chemical analysis will be available for inspection before acceptance of the delivery. The invoice will be mailed to the governmental entity with a copy of the loading ticket attached and referencing that entity's purchase order number or contract number, or as otherwise specified by that particular governmental entity.

The City of Palm Coast reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received whenever such rejection is in the best interest of the City, or for reasons of establishing uniformity, to award the contract to a bidder(s) other than the low bidder.

CITY OF EDGEWATER
CITY OF FLAGLER BEACH
CITY OF HOLLY HILL
CITY OF OVIEDO
CITY OF PALM COAST
CITY OF ST. AUGUSTINE

The City of Palm Coast, as the lead agency, cannot and will not be held responsible for the quantities and usage factors from any other governmental entity which may be listed.

The governmental entities listed in this bid reserve the right to waive any informalities in bids received. Any bidder taking exception to any of the terms and conditions included in this Invitation to Bid may be considered, but preference may be given to those who do not take any such exceptions.

The award will be made by the respective governmental entities to the lowest responsive and responsible bidder, which shall be determined in accordance with applicable rules and regulations governing purchases or contracts, adopted and established by the governmental entities participating in the bid and the State of Florida.

In case of default of the successful bidder, failure to deliver the product in the manner as, and/or by the time specified, the governmental entities, herein listed, after due notice, may procure the product from other sources and hold the successful vendor responsible for all damages, including without limitation any excess cost occasioned thereby.

By bidding in response to the Invitation to Bid and signing the anti-collusion statement form enclosed, the vendor represents that, should the bid be accepted, the resulting contract(s) would not violate any provisions of federal law or regulations, or any ordinances or regulations, established by the participating governmental entities. The bidder warrants as an integral and essential part of his/her bid: a) that he/she has not participated in, nor is he/she obligated or bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his/her bid; b) that his/her bid is, or is intended to be, competitive and free from any collusion with any person, firm or corporation; and c) that he/she is not a party to, nor has participated in, nor is he/she obligated or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract(s) resulting from the acceptance is to be performed.

All bids submitted shall include in price the cost of any business or professional licenses, permits or fees required by any governmental entity participating in this Invitation to Bid.

All bids submitted shall be a delivered price. The price of each and all products shall remain fixed for the term of the contract and **shall not be subject to any price escalation or fuel surcharges** at any time during the contract period.

All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to bind the firm or corporation at the time of execution.

By submission of a bid, the bidder certifies that the merchandise to be furnished will not infringe any valid patent or trademark and the successful bidder shall, at his/her own expense, defend any and all actions or suits charging such infringement and hold the participating governmental entities harmless in case of any infringements.

The outermost envelope containing the bid should be sealed and marked with the bidder's name, phone number, and bid name and number. Failure to do so may cause the bid not to be considered.

All bids shall be exclusive of federal taxes; however, if the bidder believes that certain other taxes are properly payable by the participating governmental entities, he/she may list such taxes separately in each case directly below the respective item bid price. Tax exemption certificates will be furnished upon request.

If unable to bid, please sign and return the form by return mail advising reason for not submitting bid.

During the performance of the contract(s), the Vendor agrees as follows:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to normal operation of the Vendor. The Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Vendor in all solicitations or advertisements for employees, placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Unless otherwise noted under the Special Conditions by the different entities, the contract(s) for these services shall be for a one-year time period.

The draft Price Agreement attached to the ITB is for the City of Palm Coast only. Each entity will have its own price agreement which will have to be signed.

CITY OF EDGEWATER

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

CITY OF EDGEWATER**AMMONIUM SULFATE****QUANTITY: 7000 GALLONS MORE OR LESS****General Description of Services**

The City of Edgewater is seeking a firm price per gallon (delivered) for the purchase of ammonium sulfate solution to be used at the City of Edgewater Water Treatment Plant located at 3315 State Road 442, Edgewater, FL 32132 & Southeast Booster Station located at 3930 S. US. Highway 1. Edgewater, FL. 32141.

- Acceptable Standard: The ammonium Sulfate shall comply with the requirements of ANSI/NSF Standard 60 Certification. It shall be non-toxic, non-volatile, odor free and must have a stable strength indefinitely.
- Acceptable Standard: The ammonium sulfate shall have a clear, pale yellow appearance and in liquid form. It must be a non-hazardous substance and the bidder is responsible for providing a product specification sheet or certificate of analysis, and a material safety data sheet with the bid form.
- Acceptable Standard: This product shall contain no impurities or substance that would be deleterious to those consuming any water that is treated in accordance with the practices of the water utility industry. The ammonium sulfate provided shall be in accordance with the following general list of properties:

% (NH₄)₂SO₄ 40% % NH₃ 10.3% % N 8.5 % Specific Gravity 1.20 – 1.23 pH 4.0 –7.0

- Total anticipated Annual Volume (not guaranteed) is 7000 gallons.
- The bidder must supply one 850 gallon tank and containment tub at the Water Plant and one 55 gallon tank at the Booster Station.
- The successful bidder will provide a representative to visit the plant once per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- A qualified technician must be available within 24 hours' notice for troubleshooting should there be any problems with the Chemical Feed system.
- Deliveries will be between the business hours of 8:00 AM and 4:00 PM Monday through Friday with exception of holidays.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

Contractor shall make "normal" deliveries within 3-5 days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Ammonium sulfate in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Ammonium Sulfate. The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Ammonium Sulfate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Ammonium Sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill. Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. Failure to show proper license to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery shall be made to:

The City of Edgewater's Southeast Booster Station
3930 S. US. Highway 1, Edgewater, FL. 32141.
Anticipated Annual Volume (not guaranteed) is 1000 gallons.

The City of Edgewater's Water Treatment Plant
3315 State Road 442 Edgewater, FL. 32132
Anticipated Annual Volume (not guaranteed) is 6000 gallons.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER**CORROSION INHIBITOR****QUANTITY: APPROXIMATELY 1000 – 3000 Gallons****General Description of Services**

Corrosion Inhibitor shall be supplied for use at the City of Edgewater Water Treatment Plant, 3315 State Road 442, Edgewater, FL 32141. The Corrosion Inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

- Polyphosphate/Orthophosphate approximate Blend Ratio 30%/70%
- Active Ingredients (Total PO4) 33% minimum
- Appearance Clear and slightly hazy
- pH 4 to 7
- Specific Gravity 1.31 to 1.44

Corrosion Inhibitor will be delivered as liquid (price per Gallon)

- The bidder must supply a 300 gallon tank and containment tub.
- The corrosion control program must meet ASME & AWWA standards for the corrosion rates of copper.
- A corrosion monitoring program must be provided by the bidder.
- Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.
- The bidder must submit a certified analysis, as to the composition of the product with the bid.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 4:00 PM Monday through Friday with exception of holidays. F.O.B. Edgewater, Florida.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

Delivery shall fill 300 gallon tank and shall be accepted by the City of Edgewater when, and as, needed. A typical order ranges between 55 and 110 gallons. The supplier shall provide 24 hours notice prior to delivery. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. Failure to show proper license to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Edgewater, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER**HIGH CALCIUM BULK QUICKLIME****QUANTITY: 900 TONS MORE OR LESS UP TO 1,400 TONS****General Description of Services**

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the ANSI/AWWA B202-02 regarding quicklime.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B202-02 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The quicklime shall be delivered into the lime storage bins by truck, at the Alan R. Thomas Water Treatment Plant at 3315 State Road 442, for the purpose of water treatment and will have an average grain size of 1/8" (rice) size rock (10 mesh). No materials shall be retained on a 1/2" sieve and no more than five percent (5%) should pass thru a 100 U.S. Standard mesh as stated. Delivery will be accepted when and if needed and shall be made within forty-eight (48) hours after telephone notification of the required need.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter. The City of Edgewater reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Edgewater and the A.W.W.A. B202-02, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

BID PRICES - The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid

Bidders are to specify price delivered F.O.B. site of use, Alan R. Thomas Water Treatment Plant at 3315 State Road 442, Edgewater, Florida. Bid price shall be firm for the contract duration.

LIQUID ALUMINUM SULFATE

QUANTITY: APPROXIMATELY 30,000 GALLONS

General Description of Services

The City of Edgewater Environmental Services Department/Wastewater Division is seeking a firm price for the purchase of Liquid Aluminum Sulfate to be used as a phosphorous removal aid at the Wastewater Treatment Plant located at 500 West Ocean Avenue, Edgewater, FL 32132.

- Alum Solution: 48.5%, Specific Gravity of 1.35 to 1.48. pH: 2.0 to 2.4; Temperature: Ambient.
- Each shipment will be accompanied by a chemical analysis to show it conforms to specifications.
- The anticipated annual volume (not guaranteed) is 30,000 gallons.
- The successful bidder must submit/supply M.S.D.S. (Material Safety Data Sheets) on the product.
- Delivery will be 3,000 gallons per delivery.
- The Successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- Bids will only be accepted for those products that produce the desired results of reducing phosphorous levels below one (1) mg/L in WWTP's Effluent.

Bid Prices

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

- Delivery will be 3,000 gallons per delivery to an existing 3,758 gallon storage tank, on an as needed basis, and shall be made within 72 hours of notification of order.
- Delivery truck will need a minimum of 15' of 2" hose with a 2" quick connect. City of Edgewater's quick connect will be a 2" female fitting.
- Deliveries will be between the hours of 0700 and 1500 Monday through Friday with the exception of holidays.
- Deliveries will be made using the west gate which is located at 409 Mango Tree Drive, Edgewater, FL.
- The contractor shall be responsible for any spills resulting from failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. The contractor shall observe the entire filling operation and shall immediately report any spills caused during filling operations.

- Because of safety and security concerns, all delivery vehicle drivers shall be US citizens and have a proper commercial driver's license with the proper endorsements. Contractor's drivers shall produce their driver's license upon request by purchaser. Failure to do so shall result in rejection of delivery and could result in termination of supply agreement.
- Contractor shall ensure that transport vehicle and Liquid Alum is free from contaminants. Purchaser reserves the right to refuse delivery.

Delivery Location

500 West Ocean Avenue, Edgewater, FL 32132

*Delivery must be made using the facility's west gate at 409 Mango Tree Drive, Edgewater, FL.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER**LIQUID CARBON DIOXIDE****QUANTITY: 250 TONS MORE OR LESS UP TO 400 TONS****General Description of Services**

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid carbon dioxide (CO₂) shall have a minimum purity of 99.5%, water less than 200 ppm, and nonvolatile residues less than 10 ppm.

Each shipment will be accompanied by a chemical analysis to show that it conforms with specifications.

BID PRICES - The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Destination - Alan R. Thomas Water Treatment Plant, located at 3315 State Road 442, Edgewater, Florida.

Delivery will be accepted when and as needed and shall be made within 48 hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER

LIQUID FERRIC SULFATE

General Description of Services

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

2. **PRODUCT**

- a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as a aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
- b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.

The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

- c) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron.....0.1% max
 Free Acid (as % H₂SO₄).....0.25% max
 % Insoluble.....0.1% max

- d) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic.....1 mg/kg	Copper.....5 mg/kg
Cadmium.....0.5 mg/kg	Zinc.....15 mg/kg
Chromium.....10 mg/kg	Manganese.....120 mg/kg
Lead.....1.0 mg/kg	Barium.....10 mg/kg
Mercury.....0.2 mg/kg	Chloride.....100 mg/kg
Selenium.....2 mg/kg	Fluoride.....60 mg/kg
Silver.....10 mg/kg	Titanium.....50 mg/kg
Nitrites (as N).....75 mg/kg	Nitrates (as N).....75 mg/kg
Total Organic Carbon...20 mg/kg	Sodium.....1000 mg/kg
Nickel.....40 mg/kg	Molybdenum.....10 mg/kg
Beryllium.....1.0 mg/kg	Antimony.....1.0 mg/kg
Thallium.....10.0 mg/kg	Cyanide.....1.0 mg/kg
Total Nitrate and Nitrite (as N).....150 mg/kg	

- e) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the

necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA, and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

- f) The bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c, and 2d.

3. **QUALITY CONTROL AND TESTING**

- a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
- b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in possession of the bidder at the time of delivery.
- c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of the Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the CITY'S destination.

6. **PURCHASE AND DELIVERY** -

- a) Delivery shall be prepaid, FOB to the Alan R. Thomas Water Treatment Plant, 3315 S.R. # 442
- b) Deliveries shall be made between 8:00 a.m. and 4:00 p.m. on normal working days (Monday through Friday) or otherwise approved by the CITY. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.
- c) The CITY shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the CITY'S storage tanks.
- d) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

7. **BID PRICES** - The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

8. QUANTITIES - Approximately 11,000 gallons (more or less) of Liquid Ferric Sulfate shall be provided under this bid. The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

9. QUALIFICATION OF BIDDERS - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the CITY and must be actively engaged in the sale of Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

10. EMERGENCY PLAN OF ACTION AND SAFETY TRAINING

- a) The successful bidder shall provide, in writing, an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.
- b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state, and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill or leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of 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 States Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.
- c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operators/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

11. DELIVERY SUBMITTAL - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

12. TECHNICAL ASSISTANCE - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of the ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER

LIQUID SODIUM BISULFITE

QUANTITY: APPROXIMATELY 10,000 GAL ANNUALLY

General Description of Services

The City of Edgewater Environmental Services Department/Wastewater Division is seeking a firm price for the purchase of Liquid Sodium Bisulfite to be used for the dechlorination at the City of Edgewater Advanced Wastewater Treatment Plant located at 500 West Ocean Avenue, Edgewater, FL 32132.

- Liquid solution of approximately 38% to 42% solution strength, specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 3.6 to 4.8. The sulfur dioxide equivalent shall be from 23.4 to 24.8% at the time of delivery. Iron content shall not exceed 5 ppm.
- Each shipment will be accompanied by a chemical analysis to show it conforms to specifications.
- The anticipated annual volume (not guaranteed) is 10,000 gallons.
- The successful bidder must submit/supply M.S.D.S. (material Safety Data Sheet) on the product.
- Delivery will be approximately 2,000 to 2,500 gals per delivery.
- The successful bidder's shipper is responsible for matching our receiving tank truck system with the proper tank truck system.
- Bids will only be accepted for those products that produce the desired result of a <0.01 ppm chlorine residual.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements:

- Delivery will be 2,000 to 2,500 gallons per delivery to an existing 2,800 gallon storage tank, on an as needed basis, and shall be made within 72 hours of notification of order.
- Delivery truck will need a minimum of 15' of 2" hose with a 2" quick connect. City of Edgewater's quick connect will be a male 2" fitting.
- Deliveries will be between the hours of 0700 and 1500 Monday through Friday with the exception of holidays.
- Deliveries will be made using the west gate which located at 409 Mango Tree Drive, Edgewater, FL 32132.
- The contractor shall be responsible for any spills resulting from the failure of its or its subcontractors delivery personnel in the proper performance of their duties. The contractor shall observe the entire filling operation and shall immediately report any spills caused during the filling operations.

- Because of safety and security concerns, all delivery vehicle drivers shall be U.S. Citizens and have a valid proper commercial driver's license with the proper endorsements. Contractor's drivers shall produce proper identification upon request from the purchaser. Failure to do so shall result in rejection of delivery and could result in termination of the supply agreement.
- Contractors shall ensure that transport vehicle and its devices and the liquid Sodium Bisulfite are free from contaminants. Purchaser reserves the right to refuse delivery.

Delivery Location:

500 West Ocean Avenue
Edgewater, FL 32132

*Delivery must be made using the facilities west gate at 409 Mango Tree Drive, Edgewater, FL

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, July 22, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Bisulfite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Bisulfite&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : Brunswick, GA

Sodium Bisulfite[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L)

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or
documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Bisulfite[1]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite 38%	Dechlorinator & Antioxidant	46mg/L
Sodium Bisulfite Solution	Dechlorinator & Antioxidant	46mg/L

[1] This product contains sulfite.

Sulfites have been known to cause potentially lethal
allergic reactions in sulfite-sensitive individuals.

The maximum recommended allowable
residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or
documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 8

Processing time was 0 seconds

CITY OF EDGEWATER

POLYMER FOR DEWATERING WASTEWATER SLUDGE

QUANTITY: APPROXIMATELY 45 – 55 Drums

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Edgewater Wastewater Treatment Plant, 500 West Ocean Blvd, Edgewater, FL 32132. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened 55 gallon drums and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm.
- Maximum Polymer dosage: 30 pounds/ dry ton
- Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Eric Bosse, Wastewater Plant Manager, via e-mail at ebosse@cityofedgewater.org
- Polymer Solution will be delivered as liquid in non-ferrous 55 gallon drums
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:00 AM and 3:30 PM Monday through Friday with exception of holidays. F.O.B. Wastewater Treatment Plant, 500 West Ocean Blvd, Edgewater, FL 32132.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

Delivery shall be in non-ferrous 55 gallon drums to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site. Delivery truck must have lift gate.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. Failure to show proper license to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER
LIQUID SODIUM HYPOCHLORITE
ESTIMATED QUANTITY: 116,000 GALLONS
QUANTITIES ARE NOT GUARANTEED

General Description of Services

Under this schedule, the Contractor shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association (AWWA's) Standard B-300-99 for hypochlorite, except as modified or supplemented herein.

DELIVERY REQUIREMENTS

Contractor shall make "normal" deliveries within three (3) calendar days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery, which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Contractor shall make minimum deliveries of 2,500 gal. to ART Water Plant, 2,500 gal. to Wastewater Treatment Plant and 500 gal. to South East Booster Station.

DELIVERY LOCATIONS

Bid price shall be firm for contract duration and shall be F.O.B.

- (1)-Edgewater, Alan R. Thomas Treatment Plant, located at 3315 State Road 442, Edgewater, FL.
- (2)-Edgewater, Wastewater Treatment Plant, located at 500 W Ocean Avenue, Edgewater, Florida
- (3)-Edgewater South East Booster Station. Located at 3930 S. U.S Hwy. 1, Edgewater, Florida.

SPECIFICATIONS OF MATERIAL

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10-85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	<0.3 mg/L
Copper	<0.03 mg/L
Nickel	<0.03 mg/L

Chlorate	<2,000 mg/L
Bromate	<15 mg/L (10 mg/L for an ozone plant)

Manufacturer's Laboratory Reports

Delivery Reports

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the Purchaser.

The report shall contain the following data:

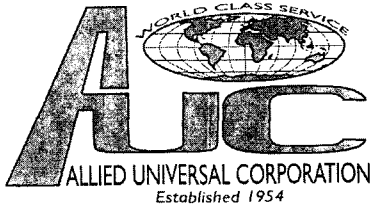
1. Date and Time of Manufacture
2. Percent by Weight
3. Sodium Hypochlorite
4. Excess Sodium Hydroxide
5. Specific Gravity (Referenced to a temperature)
6. Suspended Solids Test Time

The City of Edgewater reserves the right to inspect and make laboratory analysis of each load. Should the Sodium Hypochlorite fail to meet the specifications and standards as amended and set for the by the City of Edgewater and AWWA Standards, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the sodium hypochlorite renders it incompatible with the water treatment process, wastewater treatment process or equipment in use at the facilities

BID PRICES

The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

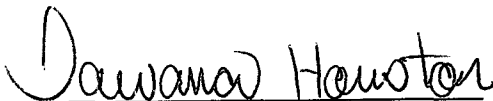
AFFIDAVIT

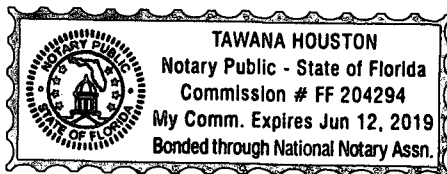
This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Edgewater will comply with the AWWA B300-99 Standards and ANSI/NSF standard 60 or as may be amended.


Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 18th day of July, 2016

Notary Public of the State of Florida.


Notary Public



07/18/2016

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Me
87



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 18, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer
Aqua Guard Chlorinating Sanitizer 10.5%
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight
Aqua Guard Sodium Hypochlorite 10.5%
Aqua Guard Sodium Hypochlorite 10.5% By Weight
Sodium Hypochlorite
Sodium Hypochlorite 10.5% Chlorine By Weight

Product Function

Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation

Max Use

100mg/L
100mg/L
100mg/L
100mg/L
100mg/L
100mg/L
100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 NW 115th Avenue
Miami, FL 33178
United States
305-888-2623

Facility : # 1 USA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer		100mg/L

Disinfection & Oxidation
Bactericide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2

Number of matching Products is 53

Processing time was 0 seconds

CITY OF FLAGLER BEACH

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

**City of Flagler Beach
Sulfuric Acid Specification**

Quantity 46 tons more or less

**Section 1 –
General Description of Services**

The City of Flagler Beach is seeking a firm price per wet ton (delivered) for the purchase of Sulfuric Acid to be used at the Membrane Softening Water Treatment Plant, located at: 4680 Seminole Woods Pkwy., Palm Coast, Florida 32164.

_____ Acceptable Standard: 93% Grade Sulfuric Acid (must meet NSF Standard 60 specifications at the time the bid is submitted)

_____ Sulfuric Acid will be shipped as Liquid Sulfuric Acid

_____ Delivery will be a twenty-three (23) ton minimum load (3,000 gallons).

_____ Total anticipated Annual Volume (not guaranteed) is 46 tons (92,000 lbs.)

_____ The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

_____ The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

_____ The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.

_____ The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.

_____ The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

_____ Deliveries will be between the business hours of 7:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Sulfuric Acid**93% Grade NSF**

<u>Chemical Analysis</u>	<u>Specification</u>
H ₂ SO ₄	93.17 Min.
Specific gravity, in g/cc @ 25 deg C	1.84
Color	Water White

Trace Elements

Arsenic (As)	2 PPM
Barium (Ba)	179 PPB
Boron (B)	2 PPM
Carbon (C, org)	2 PPM
Calcium (Ca)	50 PPB
Cadmium (Cd)	30 PPB
Cobalt (Co)	1260 PPB
Chromium (Cr)	7 PPM
Copper (Cu)	2 PPM
Mercury (Hg)	44 PPB
Potassium (K)	300 PPB
Manganese (Mn)	1200 PPB
Molybdenum (MO)	2 PPM
Sodium (Na)	100 PPB
Nickel (Ni)	2 PPM
Lead (Pb)	4 PPM
Selenium (Se)	38 PPB
Strontium (Sr)	423 PPB
Uranium (U)	<850 PPB
Vanadium (V)	2 PPM
Zinc (Zn)	2 PPM

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sulfuric acid in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sulfuric acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker shall be made to:

City of Flagler Beach Water Treatment Plant, 4680 Seminole Woods Blvd., Palm Coast, FL 32164. Purchaser owns two (2) 3,000-gallon storage tanks. Approximate delivery requirement: 3,000 gals. every year.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

CITY OF HOLLY HILL

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

City of Holly Hill
Anhydrous Ammonia
Quantity: approximately 4 tons

General Description of Services

Anhydrous ammonia shall be supplied for use at the City of Holly Hill Water Treatment Plant, 453 LPGA Blvd.. Supplier shall deliver to a 10,000 gallon tank at this location. Delivery shall be accepted when and as needed Monday through Friday (7:00 AM till 3:00 PM) and shall be made within forty eight (48) hours upon notification of need.

Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

Ammonia (NH ₃) content	99.99% minimum
Oil	2 ppm maximum

Each shipment shall be accompanied by a chemical analysis report to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. City of Holly Hill Water Treatment Plant, 453 LPGA Blvd.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
Liquid Aluminum Sulfate (Alum)
Quantity: approximately 190 tons

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard ANSI/AWWA B403-03.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B403-03 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid Aluminum Sulfate (Alum) shall have a minimum 48 percent Alum or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

The liquid Aluminum Sulfate (Alum) shall be delivered into two (2) 3,250 gallon storage tank located at City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

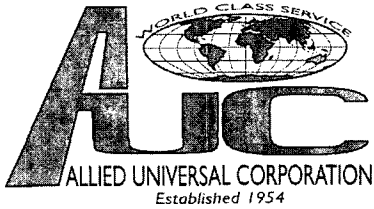
City of Holly Hill
Liquid Chlorine
Quantity: approximately 52 tons (one ton cylinders)

To be furnished in accordance with the following general specifications and shall conform to the standards prescribed by the standard ANSI/AWWA B301-99.

Liquid chlorine shall be for water purification at the City of Holly Hill Water/Wastewater Treatment Plant – located at 453 LPGA Blvd. Delivery truck will need to have a hoist for loading and unloading cylinders. Supplier shall be responsible for loading and unloading of chlorine cylinders. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

Bidders are to specify price delivered F.O.B. point of use, 453 LPGA Blvd., Holly Hill, Florida.

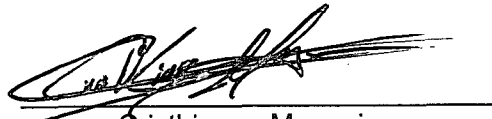
IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

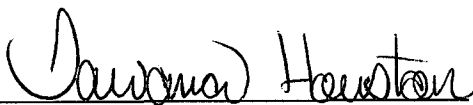
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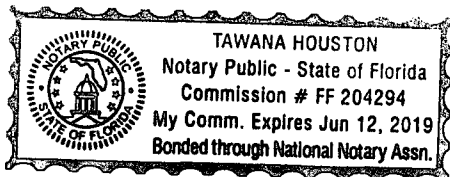
This is to certify that as required, all Liquid Chlorine to be furnished to The City of Holly Hill will comply with applicable ANSI/AWWA B301-99 standards and NSF 60 Standard or as may be amended.


Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 18th day of July 2016

Notary Public of the State of Florida.


Notary Public



07/18/2016

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Me
87

City of Holly Hill
Liquid Sulfur Dioxide
Quantity: approximately 20 tons (one ton cylinders)

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/AWWA B512-91.

The Sulfur Dioxide (SO₂) shall have a minimum assay of 99.98% and a moisture content of not more than 100 mg/l (ppm). Sulfur Dioxide shall be for waste water dechlorination at the City of Holly Hill Waste Water Treatment Plant – located at 453 LPGA Blvd.

Delivery truck will need to have a hoist for loading and unloading cylinders. Supplier shall be responsible for loading and unloading of sulfur dioxide cylinders. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

Bidders are to specify price delivered FOB site of use. Bid price shall be firm for the duration of the contract.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.



3901 NW 115 Avenue
Miami, Florida 33178
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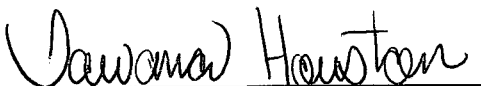
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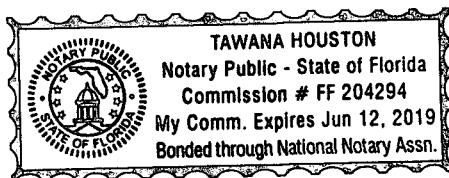
This is to certify that as required, all Sulfur Dioxide to be furnished to City of Holly Hill will comply with ANSI/AWWA standards B512-91, NSF 60 Standard or as may be amended.


Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 18th day of July 2016

Notary Public of the State of Florida.


Notary Public



07/18/2016

3901 NW 115 Avenue
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305-888-2623

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Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Me
87

**City of Holly Hill
Liquid Carbon Dioxide
Quantity: approximately 44 tons**

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard ANSI/AWWA B510-00.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid carbon dioxide (CO₂) shall have a minimum purity of 99.5%, water less than 200 ppm, and nonvolatile residues less than 10 ppm.

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

Bid price shall be firm for contract duration and shall be F.O.B. City of Holly Hill Water Plant, located at 453 LPGA Boulevard, Holly Hill, Florida.

Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
High Calcium Bulk Quicklime
Quantity: approximately 320 tons

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the ANSI/AWWA B202-02 regarding quicklime except as amended by the City of Holly Hill in the following manner:

Section 4.2.1 of the standards shall read 90% available calcium oxide instead of 80% available calcium oxide.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B202-02 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The quicklime shall be delivered into the lime storage bins by truck, at the City of Holly Hill Water Treatment Plant at 453 LPGA Boulevard, for the purpose of water treatment and shall be of a size (5/16" x 10 mesh) as required for optimal performance in existing slaking equipment at the Holly Hill Plant. The Water Plant Superintendent shall specify size requirement prior to the beginning of the contract. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday when and as needed and shall be made within forty eight (48) hours upon notification of need.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter. The City of Holly Hill reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Holly Hill and the AWWA B202-02, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

Bid price shall be firm for contract duration and shall be F.O.B. City of Holly Hill Water Plant, located at 453 LPGA Boulevard, Holly Hill, Florida.

Delivery will be accepted when and as needed Monday through Friday (7:00 AM through 3:00 PM) and shall be made within 48 hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
23% Hydrofluosilicic Acid (HFS)
Quantity: approximately 2,500 gallons

Product Standards: Because of the nature of the product and the fact it is going in the potable water supply, quality of an extremely important factor. The Utility has imposed the following minimum standards which it acknowledges may exceed the minimum regulatory required standards.

1. Product must be certified to meet NSF Standard 60 Direct Additives for Drinking water and shall be found to be acceptable for potable use in Florida by State regulatory agencies.
2. The Hydrofluosilicic Acid delivered under this contract shall meet the latest revision of the AWWA B703-08 with the exception that some of the requirements of this Standard are made more stringent by this Specification.
3. Hydrofluosilicic Acid is a direct additive used in the treatment of potable water. The Supplier's product must be certified as a suitable drinking water chemical by an accredited certification organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals Health Effects.
4. Supplier must be able to supply each facility with direct fill in a method to make sure the chain of custody of the NSF 60 Certification is not broken and remains valid.
5. Supplier must have its distribution facilities within one hundred (100) miles of the utility's service area to facilitate quality assurance (QA) visits at the Supplier's facilities.
6. The Hydrofluosilicic Acid delivered under this contract shall be a minimum of 23% as H_2SiF_6 with a specific gravity ranging from 1.19 – 1.22. The utility shall pay a single price per gallon which shall not fluctuate despite the delivered strength of the product as long as it meets the minimum 23% requirement.
7. The Hydrofluosilicic Acid delivered under this contract shall have an appearance of "water white" in nature with less than 10 units of color. Brown or reddish color will not be accepted and the delivery shall be rejected. Supplier shall supply utility with a sample prior to offloading so that the utility staff can ascertain the clarity of the product and ensure compliance with the Specification.
8. The Hydrofluosilicic Acid delivered under this contract shall be less than 5 ppm arsenic. The utility reserves the right to test the delivered product for arsenic based on a sample pulled from the delivery container with a third party laboratory. In the event the third party sample arsenic levels are higher than the required 5 ppm, the Supplier shall pump out all of the HFS from the storage tanks within 48 hours of notification and replace the HFS with a compliant product within 72 hours.
9. The final manufactured products shall be single filtered through a 1 micron filter to assure that there is no contamination.

Delivery: All deliveries shall meet the following standards:

1. All deliveries are to be made in mini bulk or bulk deliveries.
2. Number of gallons per delivery site must be listed on the Bill of Lading.
3. A Certificate of Analysis (C of A) identifying the product must be provided prior to or at the time of delivery.

4. Deliveries must be scheduled in advance with operators of the Water Treatment Plant. All deliveries will make deliveries between the hours of 7:00 AM and 3:00 PM, Monday through Friday and be able to make emergency deliveries after hours, weekend, and holidays.
5. The Supplier shall be responsible for any spills resulting from failure of its delivery equipment.
6. The Supplier shall ensure that all equipment (i.e. tanks, pumps, valves, hoses) used for transfer is free of any contaminants.
7. The Supplier shall be make deliveries with 48 hours upon notification of need.
8. All deliveries shall be between 75 gallons and 300 gallons depending on the order.
9. Delivery location:
City of Holly Hill Water Treatment Plant
453 LPGA Boulevard
Holly Hill, FL 32117
10. **In the event the Supplier is unable to supply, the City of Holly Hill reserves the right to purchase supplies from the best available source.**

Emergency Support:

1. In the event of an emergency the Supplier must be able to deliver within 24 hours of order.
2. In the event of a Chemical System Emergency a Supplier's representative must respond to call within one (1) hour and a technical representative must be on-site within three (3) hours.
3. Supplier must also have the capabilities of responding to emergencies such as leaks of storage tanks, piping, etc. and have either a licensed plumbing or general contractor perform the repairs, when and if called upon by the utility.
4. **In the event the Supplier is unable to supply, the City of Holly Hill reserves the right to purchase supplies from the best available source.**

Service Support:

1. Supplier must provide bulk tanks at the location at no charge.
2. Supplier must provide an evaluation of the utility's fluoridation program annually, by either a Florida licensed water operator or degreed technician.
3. Supplier must provide the utility an account manager who lives within one hundred (100) miles of the utility service area to oversee a complete fluoridation program to meet the utility's high water quality standards.
4. The Supplier's account manager must visit the treatment plant on a minimum of two (2) times per year to coordinate shipping, safety, delivery, inspection of tanks, and evaluate fluoridation performance.
5. The Supplier shall conduct an annual two (2) hour chemical safety seminar for the Utility personnel (two different sessions.)

Total Volume: The total anticipated volume (not guaranteed) is 2,500 gallons.

Term of Contract: The successful Supplier shall be awarded a twelve (12) month annual contract with up to four (4) one (1) year renewal options. The Supplier shall submit a renewal request in writing forty-five (45) days prior to contract end date, reflecting any changes to price or services and proposed changes must be agreed to by both parties.

Bidder's Submittals: The bidder must submit the following items with their bid response. Failure to submit any of the below listed items may result in a Supplier's bid being considered non-responsive.

1. Firm Delivered Pricing per Gallon for 23% HFS to utility.

2. General information on Supplier including locations and resources available to support contract.
3. Name, contact information, and resume of Supplier's local Account Manager who must reside within one hundred (100) miles of the utility's service area to facilitate emergency response.
4. Resumes of all of Supplier's "key" personnel to include support and technical representatives who would be assisting utility.
5. Manufacturer's location and description of manufacturing operations.
6. Distributor's location (if applicable) and description of resources.
7. Documentation of ANSI/NSF Standard 60 Drinking Water Treatment Chemicals certification for manufacturer and distributor (if they are different).
8. Certification of compliance and a certified analysis as to the composition of the product with the bid and a Material Safety Data Sheet shall be submitted with the bid form.
9. Details of five cases of technical support the Supplier has provided to its customers over the past ten years including the contact information for the Utility to confirm the information. At least three of these cases must involve a similar product to what is being bid.
10. Five (5) references whereby the Supplier delivers chemicals including the name, title, and phone number which can attest to Supplier's reliability, quality of product, safety record and service. All references must be water treatment supervisors, superintendents, managers or directors, no purchasing agents shall be considered as a reference.

Bid Evaluation: The utility shall consider the Supplier's quality, safety record, reliability, support capabilities and resources and previous performance in the industry when awarding the contract for this product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
Solid Anionic Polymer
Quantity: approximately 600 -1,000 pounds

Polymer shall be used as a coagulant aide at the City of Holly Hill Water Treatment Facility, 453 LPGA Blvd., Holly Hill, Florida. Polymer shall be solid and equal to Clarifloc A-3333P. Product specifications or certificate of analysis, and a Material Safety Data Sheet shall be submitted with the bid form.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity with lime softening. All products shall be tested and qualified at the location of intended use. The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. Jar testing is requested and all testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall contact Robert Kasprack at (386) 248-9463.

The polymer shall be delivered to the City of Holly Hill Water Plant located at 453 LPGA Blvd. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday when and as needed and shall be made within forty eight (48) hours upon notification of need.

Suppliers shall provide 24 hours' notice prior to delivery and shall be responsible for unloading at the delivery site.

Bid price shall be firm for contract duration and shall be F.O.B. the City of Holly Hill Water Treatment Plant, 453 LPGA Blvd., Holly Hill, Florida.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF OVIEDO

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

City of Oviedo

**Ammonia Hydroxide 19% (bulk)
Quantity 14,400 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Ammonia Hydroxide 19% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 14,400 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 1,500 to 2,000 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

City of Oviedo

**Carbonic Dioxide (liquid CO₂)
Quantity 480,000 lbs. more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per pound (delivered) for the purchase of Carbonic Dioxide (liquid CO₂) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 480,000 lbs. (240 tons). This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is full tanker, 38,000 lbs.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

City of Oviedo

**Fluoride 23%
Quantity 8,400 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Fluoride 23% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 8,400 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 700 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

City of Oviedo

**Sodium Hydroxide 50%
Quantity 54,500 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hydroxide 50% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 54,500 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 3,500 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

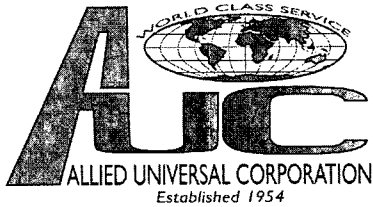
AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

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The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

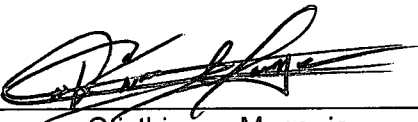
The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

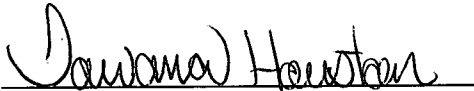
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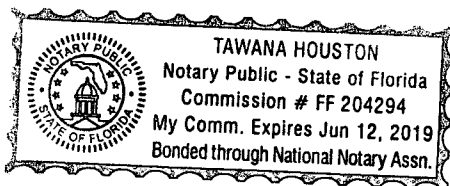
This is to certify that as required, all Sodium Hydroxide to be furnished to City of Oviedo will comply with AWWA Standard and NSF 60 Standard or as may be amended.


Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 18th day of July 2016

Notary Public of the State of Florida.


Notary Public



07/18/2016

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Me
87



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 18, 2016** at 12:15 a.m. Eastern Time. Please [contact NSF International](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hydroxide&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hydroxide&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website](#)

<http://www.allieduniversal.com>

Facility : Fort Pierce, FL

Sodium Hydroxide

Trade Designation

Caustic Soda

Caustic Soda 25%

Caustic Soda 50%

Rayon Grade Caustic Soda 50%

Sodium Hydroxide

Sodium Hydroxide 25%

Sodium Hydroxide 50%

Product Function

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Corrosion & Scale Control

Max Use

100 mg/L

200mg/L

100mg/L

100mg/L

100 mg/L

200mg/L

100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Disinfection & Oxidation	100 mg/L
Sodium Hydroxide	Disinfection & Oxidation	100 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 34

Processing time was 1 seconds



3901 NW 115th Avenue
Miami, FL 33178
305-888-2623 office
305-885-4671 fax

50% SODIUM HYDROXIDE

TEHCNICAL SALES SPECIFICATION FOR 50% LIQUID CAUSTIC SODA

Sodium Oxide	38.0% - 39.5%
Sodium Hydroxide	49.0% - 51.0%
Sodium Chloride	1.0% maximum
Sodium Carbonate	0.20% maximum
Sodium Sulfate	0.025% maximum
Sodium Chlorate	0.30% maximum
Specific Gravity	1.5208 to 1.5388 @ 60 degrees F
Iron (Fe)	5 ppm maximum
MaColor	Colorless
Odor	Odorless
Appearance/Physical State	Clear viscous liquid

*Certified to ANSI/NSF Standard 60. Maximum Use in Potable Water is 100 mg/L.
AWWA Standard B501-08.*

CSSPEC-01/14

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

7160 Phillips Highway
Jacksonville, FL 32256
904-438-4976

**Special Conditions for the
City of Oviedo**

**Sodium Hypochlorite 12.5% (10% by weight = 12.5% by trade)
Quantity 280,000 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hypochlorite 12.5% (10% by weight = 12.5% by trade) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765 and at the City's Wastewater Reclamation Facility located at 1067 McKinnon Avenue.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 280,000 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 5,000 tanker gallons for the City's Water Treatment Plant and 4,000 gallons for the City's Wastewater Reclamation Facility.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday, with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

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The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

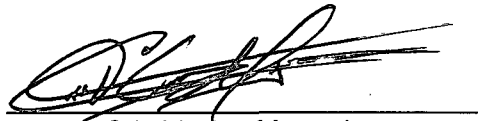
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3901 NW 115 Avenue
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305-463-8369 fax

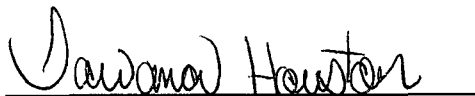
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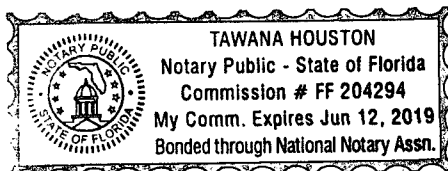
This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Oviedo will comply with the AWWA B300-99 Standards and ANSI/NSF standard 60 or as may be amended.


Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 18th day of July, 2016

Notary Public of the State of Florida.


Notary Public



07/18/2016

3901 NW 115 Avenue
Miami, Florida 33178
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9501 Rangeline Road
Ft. Pierce, Florida 34987
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305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Me
87



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 18, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer

Aqua Guard Chlorinating Sanitizer 10.5%

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight

Aqua Guard Sodium Hypochlorite 10.5%

Aqua Guard Sodium Hypochlorite 10.5% By Weight

Sodium Hypochlorite

Sodium Hypochlorite 10.5% Chlorine By Weight

Product Function

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Disinfection & Oxidation

Max Use

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 NW 115th Avenue
Miami, FL 33178
United States
305-888-2623

Facility : # 1 USA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer		100mg/L

Disinfection & Oxidation
Bactericide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2

Number of matching Products is 53

Processing time was 0 seconds



3901 NW 115th Avenue
Miami, FL 33178
305-888-2623 office
305-885-4671 fax

AQUA GUARD CHLORINATING SANITIZER

TECHNICAL SALES SPECIFICATION FOR 10.5% WT AVAILABLE CHLORINE SODIUM HYPOCHLORITE SOLUTION

CONCENTRATION (LABELED)	10.5% minimum <u>by weight</u> (12.3% Vol) as stated by the U.S. EPA End Use Pesticide Registration
CONCENTRATION (DELIVERED)	11.0% (12.9% Vol) preferred, 10.5% (12.3% Vol) to 11.2% (13.2% Vol) acceptable as measured by a sodium thiosulfate titration with starch indicator resulting in an available chlorine reading <u>by weight</u> .
CONCENTRATION (MINIMUM)	9.50% <u>By weight</u> (11.0% Vol) available chlorine within 30 days of delivery if stored properly.
GUARANTEED STRENGTH	The manufacturer shall guarantee their chlorine strength to be above 9.50% <u>by weight</u> (11.1% Vol) for thirty full days, if the product has been properly stored, or it will be replaced immediately at no charge to the customer.
FILTRATION	Submicron filtration
MANUFACTURING TEMPERATURE	Temperature during manufacturing not to exceed 95°F (35°C).
EXCESS CAUSTIC	Desired range 0.2% WT - 0.4% WT. Excess alkalinity levels below 0.2%, causes a severe stability problem with bleach, especially during the hot summer months.
IRON (Fe)	Typically .30 ppm or less as a result of filtration
NICKEL (Ni)	.02 ppm or less.
COPPER	.02 ppm or less.
BROMATES	Complies with US Environmental Protection Agency and National Sanitation Foundation (NSF) requirements.
NSF & AWWA	Certified to NSF/ANSI Standard 60. Maximum use in potable water is 100 mg/L. NSF Non Food Compounds Program Listed (3D, B-1, B-2, D-1, D-2, GX, G-7 and Q-4) (Registration #134106). Guaranteed by Allied Universal Corporation to meet AWWA Standard B300 for Sodium Hypochlorite.

AGCSSPEC-1/14

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

7160 Phillips Highway
Jacksonville, FL 32256
904-438-4976

City of Oviedo

**Sulfuric Acid Specification (93%)
Quantity 8,400 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sulfuric Acid for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be 93% Grade Sulfuric Acid, be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 8,400 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 700 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement will not be considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

CITY OF PALM COAST

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

City of Palm Coast
Ammonium Sulfate Solution
Quantity: approximately 30,000 gallons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per gallon (delivered) for the purchase of Ammonium Sulfate Solution to be used at the Water Treatment Plant No. 3, 9957 North US Highway 1 North, Palm Coast FL 32137, the Elevated Tank Booster Chloramination Station located at 5636 N. Ocean Shore Blvd., Palm Coast, FL 32137, Water Treatment Plant No. 2, 50 Citation Blvd. Palm Coast, FL 32164, and Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast FL 32137.

- Acceptable Standard: The ammonium Sulfate must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60 for water treatment. It shall be non-toxic, non-volatile, odor free and must have a stable strength indefinitely.
- Acceptable Standard: The ammonium sulfate shall have a clear, pale yellow appearance and in liquid form. It must be a non-hazardous substance and the bidder is responsible for providing a product specification sheet or certificate of analysis, and a material safety data sheet with the bid form.
- Acceptable Standard: This product shall contain no impurities or substance that would be deleterious to those consuming any water that is treated in accordance with the practices of the water utility industry. The ammonium sulfate provided shall be in accordance with the following general list of properties:
 - % (NH₄)₂SO₄ 40%
 - % NH₃ 10.3%
 - % N 8.5 %
 - Specific Gravity 1.20 – 1.23
 - pH 4.0 – 7.0
- Total anticipated Annual Volume (not guaranteed) is 30,000 gallons.
- The Bidder must be able to supply each facility with a maximum of – 2000 gallons (Wtp1), 2000 gallons (Wtp2), 1600 gallons (WTP 3) and 55 gallon drum (A1A Elevated Tank Booster Chloramination Sta.), and also be willing to deliver as little as 110 gallons when required, or 1 drum (55 gallon) at the A1A ET.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide S.D.S. (Safety Data Sheets) on the product and a representative to visit the plant once per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system. The representative will conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- A qualified technician must be available within 24hrs notice for troubleshooting should there be any problems with the Chemical Feed system.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make “normal” deliveries within 3-5 days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Ammonium sulfate in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical ordered during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Ammonium Sulfate.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Ammonium Sulfate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser’s intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Ammonium Sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser’s unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a “CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor’s supply agreement.

Delivery Locations

Bulk Delivery Location shall be made to:

- **Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast FL 32137**
Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 10,000 gallons.
- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast FL 32164**
Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 13,000 gallons.
- **Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137**
- Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 4,000 gallons

Delivery Locations by 55 gal drums shall be made to:

- **Water Treatment Plant No. 1, Elevated Tank Chloramination Booster Station 5636 North Ocean Shore Blvd., Palm Coast, FL 32137**

Bidder must ship in Mini-Bulk service. Past deliveries have been in 55 gallon drums. Anticipated Annual Volume (not guaranteed) is 165 gallons.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product. The term shall be one (1) year with two one year renewal periods.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Corrosion Inhibitor (Poly-orthophosphate 30/70 blend) Specification
Quantity: Approximately 12,000 gallons

General Description of Services

Section 1 –

The City of Palm Coast Public Works / Utility Division is seeking a firm price per gallon (delivered) for the purchase of Corrosion Inhibitor to be used at the Lime Softening Facility Water Treatment Plant #1, located at: 4 Corporate Dr., Palm Coast, FL 32137, Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, FL 32164 and Water Treatment Plant No. 3, 400 Peavy Grade Palm Coast FL 32137.

- Acceptable Standard: 30% polyphosphate and 70% orthophosphate or equal. The solution shall have a minimum of **36% active ingredients (Total PO4)** the delivered product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60 for water treatment. In addition, it must meet all requirements for use in potable water as described under rule 62-555.315 F.A.C. and certified to meet AWWA standard B502-94 or latest revision.
- Physical Properties: The polyphosphate blend shall be a clear, slightly hazy liquid. The final product shall be double filtered through a 1 micron filter to assure that there is no contamination. The pH shall be in the range of 4-7 and the specific gravity (SPG) shall be in the range of 1.29-1.41
- Total anticipated Annual Volume (not guaranteed) is 12,000 gallons.
- The Bidder must be able to supply each facility with a maximum of - 1000 gallons (Wtp1), 600 gallons (Wtp2) 800 gallons (Wtp3), and also be willing to deliver as little as 100 gallons when required.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system. If the product is delivered in 55 gal drums it is the bidder's responsibility to offload the product from the 55 gallon drums into the bulk storage tanks.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.

- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within 3-5 days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Corrosion Inhibitor in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The contractor shall fill the tanks at all three facilities in such a way as to make sure that the chain of custody is not broken and the NSF 60 certification shall remain valid. An identifying label with the mark of the certifying agency shall be placed on the tank as evidence of the valid certification.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Corrosion Inhibitor.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Corrosion Inhibitor shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Corrosion Inhibitor. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker or 55 gal drums shall be made to:

A. Water Treatment Plant No.1, 4 Corporate dr., Palm Coast, FL 32137.
Purchaser owns (1) 1000 gallon tank.

B. Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164.
Purchaser owns two (2) 300-gallon storage tanks.

C. Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137
Purchaser owns two (2) 500-gallon storage tanks.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product. The term shall be one (1) year with two one year renewal periods.

City of Palm Coast
Dense Sodium Carbonate (Soda Ash)
Quantity: approximately 60 tons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per ton (delivered) for the purchase of Dense Soda Ash (Sodium Carbonate) to be used at Water Treatment Plant #2, located at: 50 Citation Blvd, Palm Coast, Florida 32164.

- Acceptable Standard: Manufactured to ANSI/AWWA B201-03 or latest revision. Product specifications, certificate of analysis and MSDS sheet shall be provided with bid form.
- Soda Ash must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.
- The Soda Ash shall be delivered into the Soda Ash silos by pneumatic truck, FOB Water Treatment Plant # 2 at 50 Citation Blvd, Palm Coast Florida, 32164, for the purpose of water treatment
- Total anticipated Annual Volume (not guaranteed) is 60 tons.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of once yearly to coordinate shipping, safety, unloading, and to inspect the tank and loading system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour seminar on site for staff that handles this material.
- Each shipment will be accompanied by a chemical analysis indicating the availability of sodium carbonate. The City of Palm Coast reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Palm Coast and the AWWA B201-03, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.
- Delivery will be accepted Monday through Friday, (7:00am until 5:00pm) After hours, weekends and holidays by appointment, when and as needed and shall be made within forty-eight (48) hours upon notification of need.

Specification for Soda Ash (Sodium Carbonate) Used For Potable Water Supply

1.0 GENERAL

- 1.1) This specification is applicable to Soda Ash (Sodium Carbonate) Used For Potable Water Supply according to Spesifikasi JKR 20200-0081-00, JKR Standard Specification For Soda Ash (Sodium Carbonate) Used For Potable Water Supply.
- 1.2) Features required for this specification are as follows or otherwise the above specification will be applied.

Table 1 – Product Specification

Parameter	Requirement	Test Method
A. Chemical Requirement		
Soda ash (as Na ₂ CO ₃), % (w/w)	99.0 min	AWWA B201-98
B. Impurities		
Insoluble matter, % (w/w)	0.05 max	AWWA B201-98
Iron, mg/kg of product	20 max	ISO 2460
C. Physical Requirement		
Bulk density, g/ml	0.5 g/ml – 0.9 g/ml (light soda ash)	AWWA B201-98
	0.9 g/ml – 1.1 g/ml (dense soda ash)	
D. Toxic Substances		
Arsenic (As), as mg/kg of available product	2	BS EN 897:1999
Cadmium (Cd), as mg/kg of available product	2	BS EN 897:1999
Chromium (Cr), as mg/kg of available product	2	BS EN 897:1999
Mercury (Hg), as mg/kg of available product	100	ISO 5666-1
Nickel (Ni), as mg/kg of available product	2	BS EN 897:1999
Lead (Pb), as mg/kg of available product	2	BS EN 897:1999

Delivery Requirements

Contractor shall make “normal” deliveries within 3-5 days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Dense Sodium Carbonate in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Lime shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject

a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Lime. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker shall be made to:

Water Treatment Plant # 2 @ 50 Citation Blvd, Palm Coast Florida 32164

Purchaser owns one (1) steel storage silo. Approximate delivery requirement (once the ZLD facility is up in operation): 50,000 pounds approximately every 90 days.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Liquid Polymer
Quantity: approximately 30 to 38 Totes (2,300 pounds per tote)

General Description of Services

The polymer shall be a high charge cationic type liquid emulsion polymer and be used for dewatering sludge at the Palm Coast Wastewater Facility. Full charge storage life shall be a minimum of 2 month for any unopened tote.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the City that the product improves sludge dewatering. All products shall be tested and qualified at the Palm Coast Wastewater Treatment Facility Dewatering Building. The bid product shall be the same as the product tested; however, the City reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same price or less. All testing shall be at the plant scale for a one time test period of 8 continuous hours (subject to early cancellation at no expense to the owner if the product is not performing to the owner's satisfaction). Polymer shall be equal to Clarifloc C-6287 single component emulsion polymer to condition aerobic waste activated sludge for dewatering in a centrifuge at the Palm Coast Wastewater Treatment Facility. All needed supplies for running the tests shall be provided by the supplier.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins at the expense of the supplier and shall be accepted by the City of Palm Coast when, and as needed. Supplier shall deliver to the City of Palm Coast Wastewater Treatment Plant located at 26 Utility Dr., palm Coast, Florida 32137. From the time of confirmed order to the time of actual delivery shall not exceed 10 business days.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**City of Palm Coast
Sodium Hypochlorite**

**Quantity: approximately 450,000 gallons
General Description of Services**

Section 1 –

Description of Proposal

The purpose of this Invitation to Bid is to solicit Bids to provide and deliver sodium hypochlorite to the City of Palm Coast's Water and Wastewater Utility facilities. The City of Palm Coast Utility Department is soliciting bids for bulk deliveries (e.g., tanker deliveries).

Bidder Qualification/Submittals

For purposes of this Bid, the term "Bidder" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

Each prospective Bidder shall submit the laboratory analysis results from a sample of their product representative of the Bidder's manufacturing process to one of the approved testing laboratories listed in this Specification for analysis within the past sixty (60) days. *The laboratory analysis shall state the manufacturing location of the sample.* The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this product.

Each prospective Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants (at least five of each type) in the past two years from the manufacturing location that will supply the product. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years for all of its locations. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years for all of its locations. Failure to

disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least one degreed engineer (preferably a Chemical Engineer) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Bidder being disqualified from bidding on this product.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

Commercial Conditions (Pricing, Term and Payments)

The price of the sodium hypochlorite shall be fixed for the term of this Purchase Order and shall not be subject to any price escalation or fuel surcharges during the term of the Purchase Order. The term shall be one (1) year with two one year renewal periods. All payments shall be NET 30 days.

General Requirement

Under this schedule, the selected bidder (Contractor) shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300.10 or latest revision for hypochlorite, except as modified or supplemented herein.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct one (1) hour safety seminar on site for staff that handles this material.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" (or other storage device in electronic format) with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within one week of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker shall be made to:

- A. Water Treatment Plant No. 1, 4 Corporate Drive, Palm Coast, FL 32137.
Purchaser owns four (4) 1,800-gallon storage tanks. Approximate delivery requirement: 2,250 gallons every week.
- B. Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164.
Purchaser owns two (3) 1,900-gallon storage tanks. Approximate delivery

requirement: 1,750 gallons every week.

C. Wastewater Treatment Plant, 26 Utility Drive, Palm Coast, FL 32137

Purchaser owns two (2) 1,700-gallon storage tanks.

Approximate delivery requirement: 3,200 gallons every two weeks.

D. Water Treatment Plant No. 3, 400 Peavy Grade., Palm Coast, FL 32164.

Purchaser owns two (3) 1,800-gallon storage tanks. Approximate delivery requirement: 1,000 gallons every week.

Sodium Hypochlorite consumption at each location are estimates only and Purchaser shall not be bound by these amounts in any subsequent Purchase Order or Contract. Estimated annual consumption for 2017 is + or - 450,000 gallons total between all four facilities.

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300.10 standards and in accordance with the documents titled: *"The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach"* and *"Suspended Solids Quality Test for Bleach Using Vacuum Filtration"*, distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>. The approved laboratories are listed below. Should Bidder request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Bidder shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Special Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and Testing Prior To Unloading

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of the Purchaser. The Purchaser will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the Purchaser. The sample shall be considered representative of the lot.

The Purchaser reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the Purchaser that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing can not be completed within the 45-minute period, the Purchaser shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Purchaser has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the Purchaser.

Sampling and Test of Shipment after Unloading

The Purchaser reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the hypochlorite.

Specifications of Material

Hypochlorite supplied under this contract must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60, Drinking Water Treatment Chemicals Health Effects. The ANSI/NSF certification must be valid when bid is submitted. Copy of ANSI/NSF must be part of the bid package.

It is the responsibility of the supplier to inform the Purchaser that NSF or UL 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 grounds for immediate termination of the contract between Purchaser and Contractor.

Hypochlorite delivered under this contract shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.02 mg/L
Nickel	< 0.02 mg/L
Chlorate	< 1,000 mg/L
Bromate	< 10 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 2 minutes for 1000 ml when applying the "Suspended Solids Quality Test for Bleach Using the Vacuum Filtration" Method developed by Novatek and previously referenced in this Specification.

Manufacturer's Laboratory Reports

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the Purchaser.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight
 - Sodium Hypochlorite
 - Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the Purchaser unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Quarterly Reports:

At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the Purchaser and the Contractor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the Purchaser. The Contractor shall supply the

sample container and the driver shall collect the sample from the tank truck. This sample will be given to the Purchaser at the time of the sample and the Purchaser forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between Purchaser and Contractor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Termination

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply sodium hypochlorite to Purchaser, the contract will be voided or terminated for any three failures by Contractor to meet any requirement of this Specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide a certificate of analysis and failure to respond in a timely manner to any Purchaser emergency.

Bidder's Checklist

The Bidder shall ensure the following information is included in their proposals:

- Pricing for the Sodium Hypochlorite
- Third Party Laboratory Analysis of Sodium Hypochlorite Sample
- Last Three Years of NSF Sodium Hypochlorite Sample Results
- List of References (Ten)
- List Degreed Engineer (One)
- List of Emergency Response Incidents (Last Five Years)
- List of Subcontractors or Affiliates
- List of Safety Incidents (Last Five Years)
- List of Terminations/Debarments (Last Five Years)
- Copy of OSHA Form 300A/300 logs (Last Five Years)
- Copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities (Last Ten Years)
- Affidavit of compliance with NSF-60, AWWA B300-10.

CITY OF PALM COAST Proposal Form

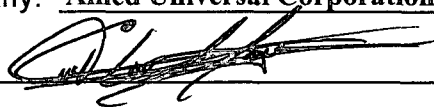
Delivered Price per Gallon for Bulk Deliveries \$.498/gallon / NO BID
 Manufacturing Location Allied Universal Corp. Ft. Pierce, FL
 Degreed Engineering Support: Prakash Lodha, P.E.

(1) (Name/College/Degree/Year of Graduation) University of Texas - 1977

Third Party Sample Attached ☒ YES ☐ NO
 NSF-60 Documentation Attached ☒ YES ☐ NO
 Ten References Attached ☒ YES ☐ NO
 Early Terminations/Debarments Attached ☒ YES ☐ NO
 Safety Incidents Attached ☒ YES ☐ NO

Exceptions Noted:

Name of Company: Allied Universal Corporation

By (Signature): 

Name: Cristhianne Munguia

Title: Bid Coordinator

Date: July 25, 2016

NovaChem

Laboratories, Inc

Date: 1 July 2016

Call for results over the phone
513-523-3605

Sample Analysis Results Bid Sample Received 29 June 2016

Parameter

Wt% NaOCl	11.51	
Wt% Available Chlorine	10.97	
GPL Available Chlorine	128	
Trade %	12.8	
Wt% NaOH	0.296	
Calculated pH	12.9	
Wt% Na ₂ CO ₃	0.146	
Specific Gravity, g/mL	1.1641	
Filter Test (1,000 mL)	0 min 47 sec (Millipore 0.8 uM, type AWWP)	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	766	DL = 100 mg/L
Perchlorate ion, mg/L	<10	DL = 10 mg/L
Iron, mg/L	0.15	DL = 0.02 mg/L
Copper, mg/L	<0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L

Signed: *B.P. Bubnis*

B.P. Bubnis

Date: 1 July 2016

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056

Tel: 513-523-3605, FAX: 513-523-4025

www.novachemlabs.com

E-Mail: bbubnis@novachemlabs.com

**NSF International**

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
 1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

TEST REPORT**Send To: 01240**

Ms. Robin J.E. Bolte
 Allied Universal Corporation
 210 Alumni Avenue
 Durham, NC 27713-6023

Facility: 01245

Allied Universal Corporation
 9549 Rangeline Road
 Fort Pierce FL 34987
 United States

Result PASS**Report Date 04-NOV-2013**

Customer Name	Allied Universal Corporation
Tested To	NSF/ANSI 60
Description	Sodium Hypochlorite Sodium Hypochlorite
Trade Designation	Sodium Hypochlorite
Test Type	Annual Collection
Job Number	A-00128210
Project Number	9142445 (CLA, TEA)
Project Manager	Matthew Marble

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Amanda Phelka - Director, Toxicology Services

Date 04-NOV-2013

**General Information**

Standard: NSF/ANSI 60
DCC Number: DA03347
Lot Number/Product Identifier: 061813-05-01
Maximum Use Level: 100 mg/L
Monitor Code: A
Physical Description of Sample: Sodium Hypochlorite
Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: **S-0000990749**
Description: Sodium Hypochlorite
Sampled Date: 24-Sep-2013
Received Date: 13-Sep-2013

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0935	Date exposure completed	24-SEP-2013
Preparation method used	B	Final volume of solution	0.5 L
MUL	100 mg/L	Mass of material used	535 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	10	Pass
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass



Sample Id: S-0000990749

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	2	3.8	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	100	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass

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Sample Id: S-0000990749

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[Xylenes] - Acceptance based on Total Xylenes							
[TTHM] - Acceptance based on Total Trihalomethanes							

Sample Id: S-0000990750

Description: Sodium Hypochlorite

Sampled Date: 13-Sep-2013

Received Date: 13-Sep-2013

Quenched Date: 10-SEP-2013 14:00

Tox Normalization Information:

Calculated NF	0.0000001
MUL	100 mg/L
Density Value Applied	1.16 g/mL
Compound Reference Key:	SPAC

Lab Normalization Information:

Date exposure completed	13-SEP-2013
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Sample Id: S-0000990750

Normalization Calculation:Normalized Result = Test Result * NF * (10³ ug/L mg)Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1 \text{ L}}{10^3 \text{ ml}} * \frac{1 \text{ g}}{10^3 \text{ mg}}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10³ ml, 1 g = 10³ mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	760	760	ug/L	72 ug/L	200	
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	3	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							

**Common Terms and Acronyms Used:**

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at:	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

**About the Standard:****NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects**

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.



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TEST REPORT**Send To: 01240**

Ms. Robin J.E. Bolte
 Allied Universal Corporation
 210 Alumni Avenue
 Durham, NC 27713-6023

Facility: 01245

Allied Universal Corporation
 9549 Rangeline Road
 Fort Pierce FL 34987
 United States

Result	PASS	Report Date	05-JAN-2015
Customer Name	Allied Universal Corporation		
Tested To	NSF/ANSI 60		
Description	Sodium Hypochlorite Sodium Hypochlorite		
Trade Designation	Sodium Hypochlorite		
Test Type	Annual Collection		
Job Number	A-00149166		
Project Number	W0079476		
Project Manager	Matthew Marble		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Amanda Phelka - Director, Toxicology Services

Date 05-JAN-2015

**General Information**

Standard: NSF/ANSI 60
DCC Number: DA03347
Lot Number/Product Identifier: 0121114
Maximum Use Level: 100 mg/L
Monitor Code: A
Physical Description of Sample: Sodium Hypochlorite
Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: **S-0001109830**
Description: Sodium Hypochlorite | Sodium Hypochlorite
Sampled Date: 17-Dec-2014
Received Date: 15-Dec-2014

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0929	Date exposure completed	17-DEC-2014
Preparation method used	B	Final volume of solution	0.5 L
MUL	100 mg/L	Mass of material used	538 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	10	Pass
Copper	ug/L	9	ND(1)	9	0.9	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.04	Pass



Sample Id: S-0001109830

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	0.7	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.9)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	100	Pass



Sample Id: S-0001109830

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.1	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[Xylenes] - Acceptance based on Total Xylenes							
[TTHM] - Acceptance based on Total Trihalomethanes							

Sample Id: S-0001109831

Description: Sodium Hypochlorite | Sodium Hypochlorite

Sampled Date: 11-Dec-2014

Received Date: 15-Dec-2014

Quenched Date: 11-DEC-2014 00:00

Tox Normalization Information:

Calculated NF 0.0000001
MUL 100 mg/L
Density Value Applied 1.16 g/mL
Compound Reference Key: SPAC

Lab Normalization Information:

Date exposure completed 15-DEC-2014



Sample Id: S-0001109831

Normalization Calculation:Normalized Result = Test Result * NF * (10³ ug/L mg)Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1 \text{ L}}{10^3 \text{ ml}}$ * $\frac{1 \text{ g}}{10^3 \text{ mg}}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10 ml, 1 g = 10 mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	830	830	ug/L	79 ug/L	300	
Bromate	mg/L	2	2	ug/L	0.1 ug/L	3.3	

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

**Common Terms and Acronyms Used:**

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

**About the Standard:****NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects**

NSF/ANSI 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestation. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

**NSF International**

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
 1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

TEST REPORT**Send To: 01240**

Ms. Robin J.E. Bolte
 Allied Universal Corporation
 3901 Northwest 115th Avenue
 Miami, FL 33178

Facility: 01245

Allied Universal Corporation
 9549 Rangeline Road
 Fort Pierce FL 34987
 United States

Result	PASS	Report Date	07-OCT-2015
Customer Name	Allied Universal Corporation		
Tested To	NSF/ANSI 60		
Description	Sodium Hypochlorite Sodium Hypochlorite		
Trade Designation	Sodium Hypochlorite		
Test Type	Annual Collection		
Job Number	A-00156185		
Project Number	W0163096		
Project Manager	Matthew Marble		

This report documents the testing of the referenced product to the requirements of NSF/ANSI Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization

Amanda Phelka - Director, Toxicology Services

Date 07-OCT-2015

**General Information**

Standard: NSF/ANSI 60
DCC Number: DA03347
Date of Manufacture: 08/2/2015
Lot Number/Product Identifier: 6202
Maximum Use Level: 100 mg/L
Monitor Code: A
Physical Description of Sample: Sodium Hypochlorite
Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: **S-0001180060**
Description: Sodium Hypochlorite | Sodium Hypochlorite
Sampled Date: 16-Sep-2015
Received Date: 05-Aug-2015

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0990	Date exposure completed	16-SEP-2015
Preparation method used	B	Final volume of solution	0.5 L
MUL	100 mg/L	Mass of material used	505 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

$$\text{Normalized Result} = \text{Test Result (ug/L)} * \text{NF} \quad \text{Where NF} = \text{MUL (mg/L)} * \frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$$

- MUL = Maximum Use Level;
- Mass of Material Used = The mass of sample analyzed in the laboratory;
- Final Volume of Solution = The volume of water used to dilute the sample;
- An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(2)	ND(2)	ND(2)	ND(0.2)	5	Pass
Thallium	ug/L	0.7	0.3	0.4	0.04	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.04	Pass



Sample Id: S-0001180060

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Chloroform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	0.8	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	5	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.99)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.99)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	100	Pass

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Page 3 of 3

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Sample Id: S-0001180060

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	400	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	1000	Pass
1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.							
[Xylenes] - Acceptance based on Total Xylenes							
[TTHM] - Acceptance based on Total Trihalomethanes							

Sample Id: S-0001180061

Description: Sodium Hypochlorite | Sodium Hypochlorite

Sampled Date: 03-Aug-2015

Received Date: 05-Aug-2015

Quenched Date: 3-AUG-2015 15:00

Tox Normalization Information:

Calculated NF 0.0000001
MUL 100 mg/L
Density Value Applied 1.16 g/mL
Compound Reference Key: SPAC

Lab Normalization Information:

Date exposure completed 05-AUG-2015



Sample Id: S-0001180061

Normalization Calculation:Normalized Result = Test Result * NF * (10³ ug/L mg)Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1 \text{ L}}{10^3 \text{ ml}} * \frac{1 \text{ g}}{10^3 \text{ mg}}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received (ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10 ml, 1 g = 10 mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
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Chemistry Lab

Oxyhalides in Bleach by LCMS

Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.1) ug/L	5	Pass
Chlorate	mg/L	1600	1600	ug/L	150 ug/L	300	
Bromate	mg/L	2	2	ug/L	0.2 ug/L	3.3	

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

**Common Terms and Acronyms Used:**

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C3035	Total Arsenic in Drinking Water by ICPMS (Ref: EPA 200.8)
C3038	Barium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3041	Beryllium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3046	Cadmium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3052	Chromium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3058	Copper in Drinking Water by ICPMS (Ref: EPA 200.8)
C3071	Mercury in Drinking Water by ICPMS (Ref: EPA 200.8)
C3100	Lead in Drinking Water by ICPMS (Ref: EPA 200.8)
C3113	Antimony in Drinking Water by ICPMS (Ref: EPA 200.8)
C3115	Selenium in Drinking Water by ICPMS (Ref: EPA 200.8)
C3127	Thallium in Drinking Water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

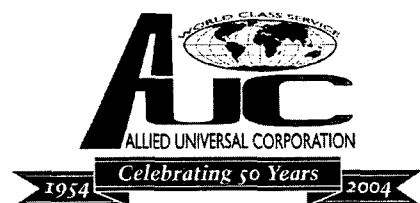
Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

**About the Standard:****NSF/ANSI Standard 60: Drinking Water Treatment Chemicals - Health Effects**

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3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

REFERENCES

SODIUM HYPOCHLORITE

MIAMI DADE WATER & SEWER
700 WEST 2ND AVE.
HIALEAH, FL 33011
ED TURNER
786-229-0701/ CELL

HAINES CITY
CLIFTON BERNARD, SUPERINTENDANT
863-421-9979

CITY OF NEW PORT RICHEY
4730 N. MAIN STREET
NEW PORT RICHEY, FL 34652
ROGER GODDWIN
727-841-4568

CITY OF WINTER SPRINGS
WAYLON LOCKLEAR
WTP SUPERINTENDANT
239-938-4628
WLOCKLEAR@WINTERSPRINGSFL.ORG

CITY OF FT. MYERS
FT. MYERS, FL
MARTY YANIGA
239-321-7652

CITY OF CLERMONT
3335 HANCOCK ROAD
CLERMONT, FL 34711
DUANE LAND
352-241-0178

CITY OF SUNRISE
14100 SW 8 STREET
SUNRISE, FL 33325
DOUGH KERWIN
954-846-7400

CITY OF PALATKA
MELVIN REGISTER
WATER PLANT SUPERINTENDENT
386-329-0144

CITY OF NORTH MIAMI
WATER TREATMENT PLANT
12098 NW 11AVE
NORTH MIAMI, FL 33168
PAVEL VIDA
WATER PLANT SUPERVISOR
305-953-2854

CITY OF WINTER HAVEN
STEVE WARDER
WTP SUPERINTENDENT
863-291-5767
SWARDER@MYWINTERHAVEN.COM

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

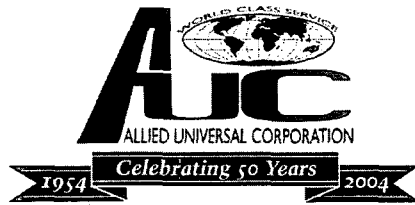
5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

7160 Philips Highway
Jacksonville, FL 32216
904-619-XXXX



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

CHEMICAL ENGINEERS

PRAKASH LODHA, P.E.

(305) 888-2623/Ext, 0123 – Work
(954) 270-2177 - Cell

Education:

B.S.CH.E – Nagpur University – Graduated 1973
M.S. I.E. – University of Texas – Graduated 1977

Experience:

Over Twenty Five years in the chlorine and sodium hypochlorite production

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West M



3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

**NATIONAL RESPONSE CENTER NOTIFICATIONS FOR PREVIOUS FIVE YEARS
FOR SIX U.S. OPEARTING PLANTS AND ONE U.S. TERMINAL**

DATE	LOCATION	RQ	DESCRIPTION
08/11/2011	Facility Medley, FL	NO	Allied operator error while blowing down chlorine pipelines/hoses at the Allied facility. Local fire department notified and fire department representative, not Allied, incorrectly notified the NRC.
12/01/2011	WTP Florida	NO	WTP operator directed cargo tanker, operated by Transportation Services Unlimited Inc., delivery of Allied's sodium hypochlorite product to the wrong aboveground storage tank resulting in the accidental mixing of sodium hypochlorite with acid (and a release of an unknown quantity of acid gas from the WTP's tank). WTP customer reported Allied as the owner/operator instead of themselves. Transportation Service Unlimited made notification to NRC do to hospitalization of its employee, as required by US DOT regulations.
06/25/12	Wellmen – Mobile Solvent Bay St Louis, MS	NO	Driver failed to depressurize his tanker before leaving the plant. When he arrived at the Mobile Solvent location it was noticed that bleach was dripping down the side of the tanker.
10/16/12	Westland Pools	YES NO	Luli Pools which is part of Westland Pools had a spill caused from leaking plumbing. The pipes were broken when vandals broke into the store. Originally NRC was notified and Allied Universal Corporation was listed as the responsible party under NRC # 1027414. However, Allied Vice President of Operations contacted the NRC regarding the error, NRC amending the report using NRC # 1027436 to show Luli Pools as the responsible party.
01/13/14	Plant City	Yes	Valve disconnected from pipe spilling bleach within the containment,
01/12/15	Chemical Distributor Florida	Yes	Unloaded sodium hypochlorite into incorrect tank
1/29/16	Ranger, GA	No	Leak in secondary bleach containment caused bleach residue to reach the soil outside the gate of the containment.

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

7160 Philips Highway
Jacksonville, FL 32256
904-438-4976



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

Safety Incidents (Last Five Years)

Allied Universal Corporation

- 1-12-16 Employee failed to secure drum fill hosing for disconnection properly, resulting in sulfuric acid residue draining from hose and onto his left forearm.
- 10-30-15 Employee was checking pressure on the caustic car when there was a failure in the bleach hose that comes from railcar to the storage tank, which caused minor chemical abrasion to eye.

Transportation Services Unlimited

- 12-01-11 Driver at utility plant was told to unload his bleach into wrong tank, containing acid, which caused a gas release.

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

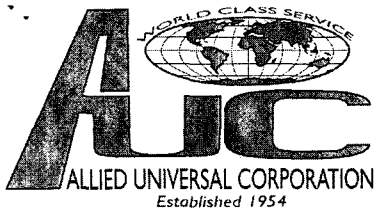
5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Mer
870



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

July 19, 2016

This is to advise that per Allied Universal Corporations records, there are no cancelled or terminated bleach bids for the past 5 years:

Cristhianne Munguia
Bid Coordinator

/cm

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Melbourne, FL 32909
321-939-8700

OSHA's Form 300A (Rev. 01/200)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	2	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	20
(K)	(L)

Injury and Illness Types

Total number of...
(M)

(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Year 2015



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment information

Your establishment name Allied Universal Corporation

Street 9501 Rangeline Rd

City Ft Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
 3 2 5 1 8 0

Employment information

Annual average number of employees 47

Total hours worked by all employees last year 84820.82

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive
305-898-2623, K. 0109
Phone

CEO
Title
1-29-16
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
30	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Year 2014
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment Information

Your establishment name Allied Universal Corporation

Street 9501 Rangeline Rd

City Ft Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 6 1 8 0

Employment Information

Annual average number of employees 28

Total hours worked by all employees last year 81513

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

305-888-2823, X 0109
Phone

CEO
Title
1/29/15
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1216-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
180	254
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	2
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

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Establishment Information

Your establishment name Allied Universal CorporationStreet 9501 Rangeline RdCity Ft Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)

Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 0

Employment Information

Annual average number of employees 38Total hours worked by all employees last year 94726

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

305-888-2623, ext. 137 or 109
Phone

CEO
Title
1/22/2014
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of ... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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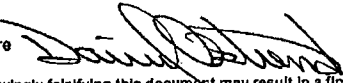
Establishment Information

Your establishment name Allied Universal Corporation
 Street 9501 Rangeline Rd
 City FL Pierce State FL Zip 34987
 Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
3 2 5 1 8 8

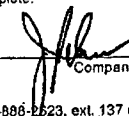
Employment Information

Annual average number of employees 36
 Total hours worked by all employees last year 83632

Sign here


 Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.


 Company executive
 305-886-6623, ext. 137 or 109
 Phone

CEO
 Title
 1/23/13
 Date

OSHA's Form 300A (Rev. 01/2004)

Year 2011

Summary of Work-Related Injuries and Illnesses

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-01

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	8
(K)	(L)

Injury and Illness Types

Total number of...
(M)

(1) Injury	1	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

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Establishment Information

Your establishment name Allied Universal Corporation

Street 9501 Rangeline Rd

City Ft Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)

Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 338212)

3 2 6 1 8 8

Employment Information

Annual average number of employees 16

Total hours worked by all employees last year 34731

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

305-888-2623, ext. 137 or 109
Phone

CEO
Title

1/13/2012
Date

OSHA's Form 300A (Rev. 01/200)

Summary of Work-Related Injuries and Illnesses

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	14
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
		1	0	0	0	0	0

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Establishment Information

Your establishment name Allied New Technologies
 Street 9545 Rangeline Rd
 City Ft Pierce State FL Zip 34987
 Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
3 2 5 1 8 0

Employment Information

Annual average number of employees 0
 Total hours worked by all employees last year 0

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.


 Company executive

CEO 1-29-16
 Title
 Date

305-888-2623, x.0109
 Phone

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
3	114
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(4) Poisoning	0
(1) Injury	2	(5) Hearing Loss	0
(2) Skin Disorder	0	(6) All Other Illnesses	0
(3) Respiratory Condition	0		

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Year 2014

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment Information

Your establishment name Allied New Technologies

Street 9545 Rangeline Rd

City Ft Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

2 8 1 8

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 0

Employment Information

Annual average number of employees 0

Total hours worked by all employees last year 0

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

305-688-2823, x.0109
Phone

CEO
Title
1/29/15
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

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Establishment Information

Your establishment name Allied New Technologies
 Street 9545 Rangeline Rd
 City Ft Pierce State FL Zip 34987
 Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
3 2 5 1 8 0

Employment Information

Annual average number of employees 0
 Total hours worked by all employees last year 0

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive
 305-888-2623, ext. 137 or 109
 Phone

CEO
 Title
1/20/2014
 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2012

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment Information

Your establishment name Allied New Technology
9545
 Street 9504 Rangeline Rd
 City Fort Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

2 8 1 9

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 8

Employment Information

Annual average number of employees 0

Total hours worked by all employees last year 0

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive

305-889-2623, ext. 137 or 109
 Phone

CEO
 Title
1/23/13
 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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Number of Cases:

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	<u>0</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>0</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Allied New Technology
 Street 9501 Rangeline Rd
 City Fl Pierce State FL Zip 34987
 Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 338212)
3 2 5 1 8 8

Employment Information

Annual average number of employees 0
 Total hours worked by all employees last year 0

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive
 305-888-2623, ext. 137 or 109
 Phone

CEO
 Title
2013
 Date

OSHA's Form 300A (Rev. 01/2010)

Summary of Work-Related Injuries and Illnesses

Year 2015

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0175

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>1</u>	<u>0</u>	<u>1</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>187</u>	<u>-37</u>
(K)	(L)

Injury and Illness Types

Total number of...			
(M)			
(1) Injury	<u>1</u>	(4) Poisoning	<u>0</u>
(2) Skin Disorder	<u>0</u>	(5) Hearing Loss	<u>0</u>
(3) Respiratory Condition	<u>1</u>	(6) All Other Illnesses	<u>0</u>

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this

Establishment information

Your establishment name Transportation Services Unlimited

Street 9501 Rangeline Rd

City Ft Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
4 7 8 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
4 2 4 6 9 0

Employment information

Annual average number of employees 48

Total hours worked by all employees last year 106704.58

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

305-888-2623, X. 0109
Phone

CEO
Title
129-16
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	1	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
14	21
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injury	2	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Year 2014

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Establishment Information

Your establishment name Transportation Services Unlimited

Street 9901 Rangeline Rd

City Ft Pierce State FL Zip 34987

Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3716)

4 7 8 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

4 2 4 6 9 0

Employment Information

Annual average number of employees 41

Total hours worked by all employees last year 94888

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive
305-888-2621 x. 0109
Phone

CEO
Title
1/29/15
Date

Doc 1/29/15

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
9	0
(K)	(L)

Injury and Illness Types

Total number of...	(M)	(4) Poisoning	0
(1) Injury	1	(5) Hearing Loss	0
(2) Skin Disorder	0	(6) All Other Illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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Establishment Information

Your establishment name Transportation Services Unlimited
Street 9501 Rangeline Rd
City Ft Pierce State FL Zip 34987
Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

4 7 8 3

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

4 8 4 2 2 0

Employment Information

Annual average number of employees 38

Total hours worked by all employees last year 91580

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

CEO
Title

305-888-2623, ext. 137 or 109
Phone

1/20/2014
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2012U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of...
(M)

(1) Injury	0	(4) Poisoning	0
(2) Skin Disorder	0	(5) Hearing Loss	0
(3) Respiratory Condition	0	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

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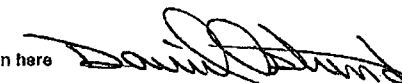
Establishment Information

Your establishment name Transportation Services, Inc
 Street 9501 Rangeline Rd
 City Fl Pierce State FL Zip 34987
 Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
4 8 4 2 2 0

Employment Information

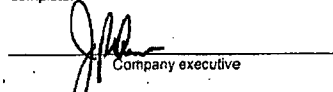
Annual average number of employees 38
 Total hours worked by all employees last year 84841

Sign here



Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.


 Company executive
 305-888-2623, ext. 137 or 109
 Phone

CEO
 Title
 1/23/13
 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-017

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

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Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	1
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)		(4) Poisoning	
(1) Injury	0	(5) Hearing Loss	0
(2) Skin Disorder	0	(6) All Other Illnesses	0
(3) Respiratory Condition	1		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Transportation Services, Inc
 Street 9501 Rangeline Rd
 City Fort Pierce State FL Zip 34987
 Industry description (e.g., Manufacture of motor truck trailers)
Chemical packaging & manufacturing
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 0
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
4 8 4 2 2 0

Employment Information

Annual average number of employees 33
 Total hours worked by all employees last year 65316

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive
 305-888-2623, ext. 137 or 109
 Phone

CEO
 Title
1/13/2012
 Date



3901 NW 115th Avenue
Miami, Florida 33178
305-888-2623 office
305-885-4671 fax

July 26, 2016

Violations/Citations

Prior 2010

None

2010

Occupational Safety and Health Administration \$9000

Florida Department of Environmental Protection \$230000

2012

US Environmental Protection Agency \$40230

2013

Federal Railroad Administration \$12700

2014

NONE

2015

NONE

Should you have any questions or concerns, please contact me at 305-888-2623, Ext. 0125 or via e-mail at CristyM@Allieduniversal.com.

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

8350 NW 93rd Street
Miami, Florida 33166
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

204 SCM Road
Brunswick, GA 31525
912-267-9470

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 33207
904-619-6180



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

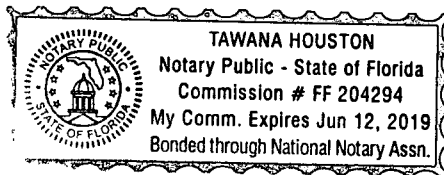
This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Palm Coast will comply with the AWWA B300-10 Standards and ANSI/NSF standard 60 or as may be amended.

Cristhianne Munguia
Bid Coordinator

Subscribed and sworn to before me
This 18th day of July, 2016

Notary Public of the State of Florida.

Notary Public



07/18/2016

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Gunn Drive
Ellisville, MS 39437
601-477-2550

5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Meade, TN 37390
615-870-8700



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 18, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

Trade Designation

Aqua Guard Chlorinating Sanitizer
Aqua Guard Chlorinating Sanitizer 10.5%
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight
Aqua Guard Sodium Hypochlorite 10.5%
Aqua Guard Sodium Hypochlorite 10.5% By Weight
Sodium Hypochlorite
Sodium Hypochlorite 10.5% Chlorine By Weight

Product Function

Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation
Disinfection & Oxidation

Max Use

100mg/L
100mg/L
100mg/L
100mg/L
100mg/L
100mg/L
100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
--------------------------	-------------------------	----------------

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 NW 115th Avenue
Miami, FL 33178
United States
305-888-2623

Facility : # 1 USA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer		100mg/L

Disinfection & Oxidation
Bactericide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2

Number of matching Products is 53

Processing time was 0 seconds

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

(305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

- | | |
|--|--|
| 1. RON ZEIGLER (S. REGIONAL OPERATIONS MANAGER) | WORK (772) 464-7001, CELL (772) 342-1872 |
| 2. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER) | WORK (912) 267-6064, CELL (850) 212-6858 |
| 3. JIM LAFRENIERE (FLEET OPERATIONS MANAGER) | WORK (305) 894-4173, CELL (305) 491-3430 |
| 4. MIKE HARRIS (FLEET MAINTENANCE MANAGER) | WORK (912) 267-9590, CELL (912) 571-0704 |
| 5. VACANT (DRIVER SAFETY COMPLIANCE MANAGER) | CELL |
| 6. KY NICHOLSON (DRIVER SAFETY COMPLIANCE MANAGER) | CELL (904) 607-8141 |
| 7. TODD TUCKER (VICE PRESIDENT OF OPERATIONS) | WORK (786) 522-0200, CELL (903) 987-3248 |

US TSA's TRANSPORTATION SECURITY COORDINATION CENTER:

(703) 563-3236 OR 3237

BRANCHES:

	<u>HOME OR CELL PHONE NO.</u>
<u>MIAMI, FL</u> (305) 888-2623	
JAMIE JOHNSON	CELL # (305) 216-4612
LEO DELEON	CELL # (305) 310-0762
SCOTT GRAY	CELL # (305) 335-0756
<u>FT. PIERCE, FL</u> (772) 464-6195	
JAUMING CHEN	CELL # (225) 235-7707
WALTER CIECWIERZ	CELL # (201) 993-3536
TOM STRICKLAND	CELL # (772) 919-7023
<u>TAMPA, FL</u> (813) 832-4868	
ELAINE BENNETT	CELL # (901) 326-6262
VAL BOLBIRER	CELL # (917) 709-4363
KAREN GARILLI	CELL # (813) 966-3635
<u>JACKSONVILLE, FL</u> (904) 438-4976	
DAVID SCHULTZ	CELL # (912) 222-9487
<u>BRUNSWICK, GA</u> (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MIKE LEBEN	CELL # (772) 528-5436
CHARITY BREWER	CELL # (912) 230-8680
<u>RANGER, GA</u> (706) 334-7377	
EARL WHITE	CELL # (813) 317-8470
NICK RAINEY	CELL # (706) 280-0048
LISA DALE	CELL # (770) 769-6528
<u>ELLISVILLE, MS</u> (601) 477-2550	
BOB BOYKIN	CELL # (251) 604-7365
ANGELA ANDREWS	CELL # (251) 604-7365

4/5/2016

City of Palm Coast
Aluminum Chlorhydrate
Quantity: approximately 130,000 pounds (12,000 gallons)

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per wet pound (delivered) for the purchase of Aluminum Chlorhydrate to be used at the WTP 1 located at: 4 Corporate Dr. North, Palm Coast, Florida 32137 and at WTP 2 located at 50 Citation Blvd, Palm Coast, FL 32164

- Acceptable Standard: Manufactured product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60. For water treatment
- Delivery will be FOB in bulk shipments of no more than 2,000 gals / 22,000 lbs per shipment to WTP# 1 and/or WTP 2
- Total anticipated Annual Volume (not guaranteed) is 130,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of once yearly to coordinate shipping, safety, unloading, and to inspect the tank and loading system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual (1) hour safety seminar on site for staff that handles this material.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Aluminum Chlorhydrate
93% Grade NSF

Chemical Analysis

Polyaluminum Chloride 8-24 % as Aluminum Oxide 2 mg/m3 (as AL)
 Chemical Family: Inorganic Salt
 Molecular weight: 133.5 – 174.5
 Color: Clear Amber Liquid
 Odor: Pungent Chlorine odor
 AWWA Reference:

Specification

$Al_2(OH)_xCl_{6-x}$ $0 < x < 6$
 20-83 (basicity)
 Ph: 0.5 – 4.4
 Freezing Point: -20 to -5 C
 Specific Gravity: 1.10 to 1.40 @ 25 C
 ANSI/AWWA B408-93

Delivery Requirements

Contractor shall make “normal” deliveries within five (5) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Aluminum Chlorhydrate in less than 48 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical ordered during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Aluminum Chlorhydrate.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Aluminum Chlorhydrate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser’s intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Aluminum Chlorhydrate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser’s unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a “CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

The term shall be one (1) year with two one year renewal periods.

Delivery Location

Bulk Delivery Locations by Tanker shall be made to Water Treatment Plant No. 1, 4 Corporate Dr. North, Palm Coast Florida 32137 and to Water Treatment Plant No. 2, 50 Citation Blvd, Palm Coast, FL 32164

For WTP 1 there is one (1) double wall 2500-gallon storage tank. Approximate delivery requirement: 2,000 gallons every 4 months. Anticipated Annual Volume (not guaranteed) is 65,000 lbs. or 6,000 gallons.

For WTP 2 there is one (1) double walled 2550 gallon storage tank. Approximate delivery requirement: 2000 gallons every 4 months. Anticipated Annual Volume (not guaranteed) is 65,000 lbs. or 6,000 gallons.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**City of Palm Coast
93% Sulfuric Acid Specification**

**Quantity: approximately 1000 wet tons
General Description of Service**

Section 1 –

The City of Palm Coast Public Works Utility Division is seeking a firm price per wet ton (delivered) for the purchase of 93% Sulfuric Acid to be used at the Membrane Softening Water Treatment Plant, located at 50 Citation Boulevard, Palm Coast, Florida 32164.

- Acceptable Standard: 93% Grade Sulfuric Acid (must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.) Loads having 95% or above concentration strength will be rejected.
- Sulfuric Acid will be shipped as Liquid Sulfuric Acid
- Delivery will be a twenty-three (23) ton minimum load (3,000 gallons).
- Total anticipated Annual Volume (not guaranteed) is 1000 tons (2,000,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

**Sulfuric Acid
93% Grade NSF**

Chemical AnalysisH₂SO₄

Specific gravity, in g/cc @ 25 degrees C 1.84

Color

Specification

93.17 % Min.

Water White

Trace Elements

Arsenic (As)	2 PPM
Barium (Ba)	179 PPB
Boron (B)	2 PPM
Carbon (C, org)	2 PPM
Calcium (Ca)	50 PPB
Cadmium (Cd)	30 PPB

Trace Elements

Cobalt (Co)	1260 PPB
Chromium (Cr)	7 PPM
Copper (Cu)	2 PPM
Mercury (Hg)	44 PPB
Potassium (K)	300 PPB
Manganese (Mn)	1200 PPB
Molybdenum (MO)	2 PPM
Sodium (Na)	100 PPB
Nickel (Ni)	2 PPM
Lead (Pb)	4 PPM
Selenium (Se)	38 PPB
Strontium (Sr)	423 PPB
Uranium (U)	<850 PPB
Vanadium (V)	2 PPM
Zinc (Zn)	2 PPM

Delivery Requirements:

Contractor shall make "normal" deliveries within forty-eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sulfuric acid in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sulfuric acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164. Purchaser owns two (2) 7,500-gallon storage tanks. Approximate delivery requirement: 3,000 gallons every five to ten business days.

Bid Evaluation:

Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**City of Palm Coast
Sulfuric Acid (50%)
Quantity: approximately 7100 gallons**

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per wet ton (delivered) for the purchase of 50% Sulfuric Acid to be used at the Lime Softening Water Treatment Plant, located at 4 Corporate Drive North, Palm Coast, Florida 32137.

- Acceptable Standard: 50% Grade Sulfuric Acid (must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60).
- Sulfuric Acid will be shipped as Liquid Sulfuric Acid
- Delivery will be a five hundred gallon minimum load.
- Total anticipated Annual Volume (not guaranteed) is 7100 gallons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- The term shall be one (1) year with two one year renewal periods.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Wtp1, 4 Corporate Drive North, Palm Coast, Florida 32137.

**Sulfuric Acid
50% Grade NSF**

Chemical Analysis	Specification
H ₂ SO ₄	50.00 Min.
Specific gravity, in g/cc @ 25 degrees C	1.84
Color	Water White

Trace Elements

Arsenic (As)	2 PPM
Barium (Ba)	179 PPB
Boron (B)	2 PPM

Trace Elements

Carbon (C, org)	2 PPM
Calcium (Ca)	50 PPB
Cadmium (Cd)	30 PPB
Cobalt (Co)	1260 PPB
Chromium (Cr)	7 PPM
Copper (Cu)	2 PPM
Mercury (Hg)	44 PPB
Potassium (K)	300 PPB
Manganese (Mn)	1200 PPB
Molybdenum (MO)	2 PPM
Sodium (Na)	100 PPB
Nickel (Ni)	2 PPM
Lead (Pb)	4 PPM
Selenium (Se)	38 PPB
Strontium (Sr)	423 PPB
Uranium (U)	<850 PPB
Vanadium (V)	2 PPM
Zinc (Zn)	2 PPM

Delivery Requirements

Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sulfuric acid in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical ordered during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sulfuric acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Location

Bulk Delivery Locations by Tanker shall be made to:

Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast, FL 32137. Purchaser owns three (3) 500-gallon storage tanks. Approximate delivery requirement: 500 gallon minimum orders.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF ST. AUGUSTINE

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

City of St. Augustine
Type of Chemical: Anhydrous Ammonia
Quantity: approximately 3,500 lbs.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price Anhydrous Ammonia to be used at the Membrane Softening R.O. Plant , Located at 254 West King St. , St. Augustine, Florida 32084

- Acceptable Standard: either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Ammonia will be delivered as (price per lb.)
- Delivery will be a thirty-five hundred (35) lbs. minimum load.
- Total anticipated Annual Volume (not guaranteed) is 14,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of anhydrous ammonia in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking anhydrous ammonia.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of anhydrous ammonia shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake

receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled anhydrous ammonia. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant. 254 West King St. St. Augustine Florida 32084.** Purchaser owns One (1) 4000 lb. Tank. Approximate delivery requirement 3,500 lbs. every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical AntiScalant
Quantity: approximately 275 gals. per tote

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per gal. AntiScalant, to be used at the Membrane Softening Water Treatment Plant, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Caustic will be delivered as (price per gallon).
- Delivery will be a minimum load of four (4) totes (1,100 gallons).
- Total anticipated Annual Volume (not guaranteed) is eight (8) totes (2,200 gallons).
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of AntiScalant in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking AntiScalant.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of AntiScalant shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled AntiScalant. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Truck shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Approximate delivery requirement: four (4) totes, (1,100 gal.) every 150 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical: Calcium Hypochlorite (HTH)
Quantity: approximately 2,000 lbs.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per ton (delivered) for the purchase of Calcium Hypochlorite (HTH) to be used at the Lime Softening Water Treatment Plant located at: 254 West King Street, St. Augustine, Florida 32084.

- Acceptable Standard: must meet NSF Standard 60 specifications, at the time of bid submittal.
- Calcium Hypochlorite will be delivered as HTH (price per lb.)
- Delivery will be one (1) two thousand pound (2,000 lb.) load.
- Total anticipated Annual Volume (not guaranteed) is 2,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hydroxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Calcium Hypochlorite (HTH).

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Calcium Hypochlorite (HTH) shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake

receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Calcium Hypochlorite (HTH). If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Truck shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser has storage facility. Approximate delivery requirement: 2,000 lbs. every 365 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 18, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Calcium+Hypochlorite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)

Facility : Miami, FL

Calcium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Cal Hypo	Disinfection & Oxidation	15mg/L
	Algicide	
Aqua Guard Cal Hypo Granules	Disinfection & Oxidation	15mg/L
	Algicide	
Calcium Hypochlorite	Disinfection & Oxidation	15mg/L
	Algicide	

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 NW 115th Avenue

Miami, FL 33178

United States

305-888-2623

Facility : # 2 USA**Calcium Hypochlorite[CL]****Trade Designation**

Aqua Guard Cal Hypo Granules

Product Function

Algicide

Disinfection & Oxidation

Max Use

15mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2

Number of matching Products is 4

Processing time was 0 seconds

City of St. Augustine
Type of Chemical Carbon Dioxide
Quantity: approximately 4,000 lbs.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per lb. Carbon Dioxide, to be used at the Membrane Softening Water Treatment Plant, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- CO2 will be delivered as (price per pound).
- Delivery will be a four thousand (4,000) pound minimum load.
- Total anticipated Annual Volume (not guaranteed) is (12,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of carbon dioxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking carbon dioxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of carbon dioxide shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled carbon dioxide. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser owns one (1) 4,500 lb. storage tank. Approximate delivery requirement: 4,000 lbs. every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical OrthoPhosphate
Quantity: approximately 275 gals. (per tote)

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per gallon of Aquacross Ortho Phosphate, to be used at the Membrane Softening Water Treatment Plant, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- OrthoPhosphate will be delivered as (price per gallon).
- Delivery will be a minimum load of four (4) totes (1,100 gallons).
- Total anticipated Annual Volume (not guaranteed) is eight (8) totes (2,200 gal.).
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Ortho Phosphate in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking OrthoPhosphate.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of OrthoPhosphate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a

Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled OrthoPhosphate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Truck shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Approximate delivery requirement: four (4) totes (1,100 gal.) every 150 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical Quicklime Granular
Quantity: approximately 20 tons

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per ton (delivered) for the purchase of Quicklime Granular to be used at the Lime Softening Water Treatment Plant located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard: HiCal Q L #10X0" Bulk 500mg/liter must meet NSF Standard 60 specifications, at the time of bid submittal.

Quicklime will be delivered as (price per ton)

- Delivery will be a twenty (20) ton minimum load.
- Total anticipated Annual Volume (not guaranteed) is 240 tons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hydroxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking quicklime granular.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of quicklime granular shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a

Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled quicklime granular. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser owns one (1) 75,000 lb. storage silo. Approximate delivery requirement: 20 tons every 30 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sodium Hydroxide. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser owns one (1) 6,500 gallon storage tank. Approximate delivery requirement: 625 wet tons every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

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<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hydroxide&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hydroxide&)

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website

(<http://www.allieduniversal.com>)

Facility : Fort Pierce, FL

Sodium Hydroxide

Trade Designation

Caustic Soda
Caustic Soda 25%
Caustic Soda 50%
Rayon Grade Caustic Soda 50%
Sodium Hydroxide
Sodium Hydroxide 25%
Sodium Hydroxide 50%

Product Function

Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control
Corrosion & Scale Control

Max Use

100 mg/L
200mg/L
100mg/L
100mg/L
100 mg/L
200mg/L
100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L

Rayon Grade Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Corrosion & Scale Control	100 mg/L
Caustic Soda 25%	Corrosion & Scale Control	200mg/L
Caustic Soda 50%	Corrosion & Scale Control	100mg/L
Sodium Hydroxide	Corrosion & Scale Control	100 mg/L
Sodium Hydroxide 25%	Corrosion & Scale Control	200mg/L
Sodium Hydroxide 50%	Corrosion & Scale Control	100mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hydroxide

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Caustic Soda	Disinfection & Oxidation	100 mg/L
Sodium Hydroxide	Disinfection & Oxidation	100 mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 34

Processing time was 1 seconds

Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ranger, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, July 18, 2016** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: <http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&>

NSF/ANSI 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

Visit this company's website (<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL**Sodium Hypochlorite[CL]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
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Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation

3901 NW 115th Avenue
Miami, FL 33178
United States
305-888-2623

Facility : # 1 USA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Chlorinating Sanitizer		100mg/L

Disinfection & Oxidation
Bactericide

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2

Number of matching Products is 53

Processing time was 0 seconds

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant. 254 West King St. St. Augustine, Florida 32084.** Purchaser owns two (2) 6,500 gallon tanks. Approximate delivery requirement 10,000 gallons every seven (7) business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Sodium Hydroxide
Quantity: approximately 625 wet tons

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per wet ton (delivered) for the purchase of Sodium Hydroxide to be used at the Membrane Softening Water Treatment Plant #2, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard: 25% Grade Sodium Hydroxide (Caustic), either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Caustic will be delivered as liquid caustic (price per wet ton).
- Delivery will be a four (4) wet ton minimum load.
- Total anticipated Annual Volume (not guaranteed) is 2,500 wet tons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Sodium Hydroxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Sodium Hydroxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hydroxide shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser

City of St. Augustine
Type of Chemical: Sodium Hypochlorite
Quantity: approximately 5,000 Gals.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price Sodium Hypochlorite to be used at the Membrane Softening R.O. Plant , Located at 254 West King St. , St. Augustine, Florida 32084

- Acceptable Standard: 12% Grade Sodium Hypochlorite (Bleach), either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Hypochlorite will be delivered as liquid Bleach (price per gallon).
- Delivery will be a ten thousand (10,000) gallon minimum load.
- Total anticipated Annual Volume (not guaranteed) is 520,000 gallons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

City of St. Augustine
Type of Chemical: Sulfuric Acid
Quantity: approximately 4,500 Gallons

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price Sulfuric Acid to be used at the Membrane Softening R.O. Plant, Located at 254 West King St., St. Augustine Florida 32084

- Acceptable Standard: 95% Strength, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Sulfuric Acid will be delivered as (price per gallon).
- Delivery will be four thousand five hundred (4,500) gallon minimum load.
- Total anticipated Annual Volume (not guaranteed) is 18,000 gallons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Sulfuric Acid in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Sulfuric Acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sulfuric Acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant, 254 West King St. St. Augustine, Florida 32084.** Purchaser owns one (1) 5,000 gallon tank. Approximate delivery requirement 4,500gallons every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ALLIED UNIVERSAL CORPORATION
3901 NW 115th Avenue
Miami, FL 33178

SURETY:

(Name, legal status and principal place of business)

WESTCHESTER FIRE INSURANCE COMPANY
436 Walnut Street, WA10H
Philadelphia, PA 19106

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

CITY OF PALM COAST

1160 Lake Avenue, Palm Coast, FL 32164-8436

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five percent of amount bid.
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

Contract No. ITB-PW-U-16-14; Co-Op Annual Supply of Chemicals for Water and Wastewater

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of July, 2016

(Witness) 

ALLIED UNIVERSAL CORPORATION

(Principal)

(Seal)

(Title)

WESTCHESTER FIRE INSURANCE COMPANY

(Surety)

(Seal)

(Title)

Claudette Alexander Hunt, Attorney in Fact

(Witness)

Jacqueline Hampton

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint: Camille M Cruz, Claudette Alexander Hunt, Raymond J Mazzocco Jr., all of the City of MIAMI, Florida, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Seventy Five million dollars & zero cents (\$75,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 20 day of August 2015.

WESTCHESTER FIRE INSURANCE COMPANY



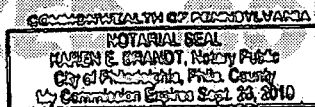
Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss:

On this 20 day of August, AD. 2015 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



Karen E. Grandt
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 18th day of July, 2016



William L. Kelly
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER August 20, 2017.

Section 2 – Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members, other than the noted contact person(s), regarding this bid at any time prior to the bid having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of the bid.

PUBLIC OPENING: Bids shall be received at the City of Palm Coast Purchasing & Contracts Management Division, 160 Lake Avenue, Suite 221, Palm Coast, FL 32164 by the specified time and date. The bids shall be opened publically and the names of the Bidders shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Rothwell at 386-986-3771 or at brothwell@palmcoastgov.com at least 48 hours in advance of the Public Opening.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on the Purchasing page of the City's website.

BID SUBMISSION AND WITHDRAWAL: The City will receive bids at the above address. The outside of the envelope/container must be identified with the bid number and title as stated above. The envelope/container must also include the Bidder's name, return address and phone number.

Failure of the Bidder to provide the above information on the outside envelope/container may result in the rejection of the bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located at the front desk of the City of Palm Coast City Offices shall serve as the official authority to determine lateness of the bid.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling 386-986-3770, before the 2:00pm deadline.

Bidders shall submit **TWO (2) COMPLETE SETS** (one (1) original and (1) copy) of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail. Bid shall be identified as *Original* and *Copy*.

Bidders may withdraw their bids by notifying the City in writing at any time prior to the time set for the bid deadline. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the City and will not be returned to the Bidders.

BID SECURITY: A certified check, cashier's check or bid bond shall accompany each bid if the bid amount is one-hundred thousand dollars (\$100,000) or greater. The certified check, cashier's check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the City as a guarantee that the bidder will not withdraw his/her bid for a period of ninety (90) days after bid closing time.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing & Contracts Management Division in writing prior to the due date. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent

decision. Any questions concerning the intent, meaning and interpretations of the Bid documents, including the attached draft agreement, shall be requested in writing, and received by the Purchasing & Contracts Management Division at least seven (7) business days prior to the due date. The City will not be responsible for any oral instructions made by any employee(s) of the City in regard to this bid. All inquiries shall be directed to

Brian Rothwell at Telephone No. 386-986-3771, Fax No. 386-986-3724 or brothwell@palmcoastgov.com.

ADDENDA: Should revisions to the bid documents become necessary, the City will post addenda information on the City's website. All Bidders should check the City's website or contact the Purchasing & Contracts Management Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive. Bidder shall sign, date and return the acknowledgement page of all addenda with their Bid. Addenda information will be posted on the City's website at www.palmcoastgov.com/government/purchasing. **It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.**

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and award criteria herein. The City reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The City reserves the right to reject all bids, to waive any formalities, to solicit and re-advertise for new bids or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City. In evaluating Bids, the City shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS".

Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of the City, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) Non-compliance with the submittal requirements of these Instructions to Bidders.

- (h) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to the City of Palm Coast or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Purchasing & Contracts Management procedures, the life safety requirements of the City and other laws, ordinances and regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the City.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement, shall have a minimum of three (3) consistent satisfactory years and/or the Apparent Low Bidder's Owner, Officer, or Share Holder shall have the necessary required experience to be able to bid.
- (j) The type, structure and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five years.
- (n) At the time of opening and upon review of the bid submittals, the City reserves the right to request all required forms/attachments (**other than the bid form and issued addenda**) that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their bid to be considered valid.
- (o) Consistent with City of Palm Coast Ordinance 2007-17, the City may give a preference to local businesses in awarding contracts. In evaluating the bids, the amount of the local bidder's bid shall not exceed 5% of the total bid price of other non-local bidders if the cost differential does not exceed \$10,000 for procurement activities in amounts over \$30,000. A business located within the City limits shall receive the bid preference set forth in the Ordinance; however, if no bidder is located within the City limits, the bid preference may be given to a business located within Flagler County.

BID PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any bid submitted to the City which contains information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified and not considered.

CONTRACT ADMINISTRATOR: Under this contract, the City of Palm Coast may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Palm Coast Purchasing Department (which has the overall administrative responsibilities) and the successful bidder.

PACKING SLIPS: or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) City of Palm Coast Purchase Order number, and (d) descriptive information of the equipment delivered including serial number, quantity, number of containers, etc.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the City if sufficient information is submitted by Applicant to allow the City to determine that the Material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of Material and Equipment will not be accepted by the City from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or equipment, Applicant shall indicate this action with his solicitation by making written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. The City may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

The City shall be the sole judge of acceptability and no substitute shall be ordered without the City's acceptance. However, the City reserves the right to reject any proposed substitute which would result in an increase in Contract Price and the City may require Applicant to furnish, at Applicant's expense, a special performance guarantee or other Surety with respect to any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents and that the specifications and all other features of substitute items are suitable for their intended purpose.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to commencement of Work.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of Bid for the type of goods/services to be provided. Should the Bidder not be fully licensed and certified, his/her bid shall be rejected. If applicable, any permits, licenses or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted on the Purchasing & Contracts Management Division page of the City's website: www.palmcoastgov.com/government/purchasing prior to submission through the appropriate approval process.

BID PROTEST: Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Purchasing & Contract Bid Protests procedures.

A vendor/bidder may protest matters involving the award of this contract within three (3) business days from the posting of the recommendation to award. Failure to protest to the City's Purchasing Manager shall constitute a waiver of protest proceedings.

Any decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Purchasing Manager's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The City will be the sole judge in evaluating compliance with Public Records Law.

PROHIBITION AGAINST CONTINGENT FEES: The Bidder warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Bidder, to solicit or secure this Agreement and that the Bidder has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all bids. The City reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply. No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are

inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The City reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available, such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the City. This information will be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM: All Bids shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the Bid opening to allow for the evaluation, selection process and proper execution of the Agreement. If need be, that time may be extended up to an additional ninety (90) days. Extensions of time when Bids shall remain opened beyond the additional ninety-day period may be made only by mutual agreement between the City and the apparent winning Bidder. The successful Bidder must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

PRICE REDETERMINATION – FUEL: The Contractor may petition the Manager of the Purchasing & Contract Management Division for price re-determination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of the due date of the solicitation. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price re-determination will include all items awarded. If the City and the Bidder cannot agree on price re-determination, the contract will expire. Vendors shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel price escalation shall preclude any price re-determination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- Current PPI is \$264.52 264.52
- PPI in the month the solicitation closed was \$158.73 -158.73
- 105.79
- \$105.79 divided by \$158.73 = .666%
- The unit cost of the service is \$100.00
- 14% of \$100.00 = \$14.00
- \$14.00 x .666 = \$9.32
- New unit price for the product/service is \$109.32

If the Manager of the Purchasing & Contract Management Division grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the manager may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price re-determination clause in this invitation. If the City and the Bidder cannot agree on any price re-determination, then the contract will expire without prejudice thirty (30) days after the impasse is reached or at the end of the then current term, whichever one is last.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified, and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. **F.O.B. POINT:** The F.O.B. point shall be destination. Bid responses showing anything other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting and delivery to designated point(s) within the City.

PURCHASING PROCEDURES: The Purchasing & Contract Management Division procedures apply in their entirety with respect to this Bid.

AFFIRMATION: By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation To Bid and the resulting contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Palm Coast.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing And Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so.

Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it and no agency assumes any liability by virtue of this solicitation.

This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Proposer without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

Section 3 – Instructions for the Preparation of Bids

The Bidder(s) warrants his/her response to this Invitation to Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation to Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed here in order to be considered fully responsive to this bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

REQUIRED SUBMITTALS:

Cover Page (Invitation To Bid – included in the Required Submittals Packet):

- Name of Individual, Partnership, Company, or Corporation submitting bid.
- Signature(s) of representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

Price Schedule: The Bidder shall use the Price Proposal forms included in the Bid Documents. Price Bids not submitted on the attached forms shall render the bid unresponsive.

Attachments:

Conflict of Interest Statement (Attachment A): Complete the form included in this package.

Compliance with the Public Records Law (Attachment B): Complete the form included in this package.

Bidder's Certification (Attachment C): Complete the form included in this package.

Drug-Free Workplace (Attachment D): Complete the form included in this package.

American with Disabilities Act Form (Attachment E): Complete the form included in this package.

References (Attachment F): Complete the form included in this package.

Identical Tie Proposals (Attachment G): Complete the form included in this package.

Summary of Litigation and License Sanctions (Attachment H): Complete the form included in this package.

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment I): Complete the form included in this package.

Certificate of Corporation (Attachment J): Complete the form included in this package.

Public Entity Crime Form (Attachment K): Complete the form included in this package.

Vendor Certification Regarding Scrutinized Companies List (Attachment L): Complete the form included in this package (if applicable).

The Contract on the Following Pages is a Draft Price Agreement for the City of Palm Coast Only.

This Draft Contract is representative of the Contract the successful bidder(s) shall be required to execute. Any requests for changes to the Contract verbiage must be made prior to bid closing as no changes will be permitted after that date.

_____/CITY OF PALM COAST PRICE AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 20__ , between _____, hereinafter referred to as "CONTRACTOR" and the City of Palm Coast, a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter referred to as the "CITY."

WITNESSETH:

WHEREAS, the CITY desires to procure goods from a competent and qualified CONTRACTOR providing **Chemicals for Water and Wastewater** for the CITY; and

WHEREAS, the CITY has requested and received bids/quotes for the goods to be provided to the CITY; and

WHEREAS, the CONTRACTOR is competent and qualified to provide the desired goods to the CITY at the prices established according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the CITY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The CITY does hereby retain the CONTRACTOR to furnish **Chemicals for Water and Wastewater** as further described in Exhibit "A" hereto which is made a part hereof. Required amounts shall be specifically enumerated, described and depicted in the purchase orders authorizing delivery of goods. This Agreement standing alone does not authorize delivery of goods or require the CITY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall terminate on September 30, 2017. Following the initial term and at the sole option of the CITY, the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon purchase orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the goods authorized by the purchase order as well as periods of warranty and guarantee.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for delivery of goods to the CITY under this Agreement shall be in the form of written purchase orders issued and executed by the CITY

and signed by the CONTRACTOR. Each purchase order shall describe the goods required and shall state the date or dates for delivery and establish the amount and method of payment. The purchase orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. The CITY makes no covenant or promise as to the number of purchase orders nor that, the CONTRACTOR will be engaged for any purchase order with the CITY during the life of this Agreement. The CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so.

SECTION 4. TIME FOR DELIVERY. The goods to be provided by the CONTRACTOR to the CITY shall be delivered, as specified in each purchase order as may be issued hereunder.

SECTION 5. COMPENSATION. The CITY agrees to compensate the CONTRACTOR for the goods called for under this Agreement as set forth in the pricing table attached as Exhibit "B."

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall supply all goods required by each purchase order, but, in no event, shall the CONTRACTOR be paid more than the compensation amount stated within each purchase order consistent with the provisions of Exhibit "B."

(b) The CONTRACTOR shall invoice the CITY the amount due based on the goods provided under the purchase order; but, in no event, shall the invoice amount exceed the amount of goods actually provided.

(c) Payments shall be made by the CITY to the CONTRACTOR not more than once monthly. Each purchase order shall be invoiced separately. The CONTRACTOR shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any goods provided, the cost of the goods, the name and address of the CONTRACTOR, the purchase order number, contract number (if applicable) and all other information required by this Agreement.

The original invoice shall be sent to: City of Palm Coast
Finance Department
160 Lake Avenue
Palm Coast, Florida 32164
ap@palmcoastgov.com

(d) Payment shall be made after review and approval by CITY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory delivery of the goods required hereunder and, upon acceptance of the goods by the CITY, the CONTRACTOR may invoice the CITY for the amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the CITY. The CITY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The CITY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable

to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which the last goods were provided. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to goods provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (c) of this Section reveals any overpayment by the CITY under the terms of this Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of goods furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The CITY may, by written notice to the CONTRACTOR terminate this Agreement or any purchase order issued hereunder, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue delivery of all goods affected unless the notice directs otherwise.

(b) If the termination is for the convenience of the CITY, the CONTRACTOR shall be paid compensation for goods delivered to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations the CITY may procure the goods by other agreements or otherwise. In such case, the CONTRACTOR shall be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any purchase order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CITY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any CITY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a CITY officer, employee, or agent to violate Chapter 112, Florida Statutes, the CITY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with providing the goods covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the CITY. If subcontractors or other professional associates are required in connection with the goods covered by this Agreement, the CONTRACTOR shall remain fully responsible for the performance of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY.

(a) CONTRACTOR shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement, however, the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide

that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the CITY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the CITY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of CITY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep

in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Two (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily Injury and	\$1,000,000.00
Property Damage Liability Combined	

(4) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY's officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(5) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(6) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust conflict resolution procedures as reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set

forth in subsection (a) this Section of which the CONTRACTOR had knowledge and failed to present during the dispute resolution procedures.

(c) In the event that dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually reasonably imposed by the CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE CITY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The CITY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the CITY's policy and decisions pertinent to the goods covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one (1) or more representatives of the CONTRACTOR who are authorized to act on behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the CITY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CITY is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation,

unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 24. GOODS NOT PROVIDED FOR. No claim for goods furnished by the CONTRACTOR not specifically provided for herein or not ordered by the CITY shall be honored by the CITY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR agrees that this Contract is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. CONTRACTOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONTRACTOR shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the CITY in order to perform the scope of services. The CONTRACTOR shall provide public access to the public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost allowed by law. The CONTRACTOR shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The CONTRACTOR shall comply with all requirements for retaining public records and shall transfer, at no cost to the CITY, all public records in the possession of the CONTRACTOR upon termination or expiration of this Contract. The CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the CITY. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all goods pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such goods, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the CITY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CITY:

The City Manager
 City of Palm Coast
 160 Lake Avenue
 Palm Coast, Florida 32164

FOR CONTRACTOR:

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

ATTEST/WITNESS:

Contractor

By: _____

Date: _____

By: _____

Authorized Corporate Officer

Date: _____

*ATTEST:***CITY OF PALM COAST**

By: _____

Virginia Smith, City Clerk

Date: _____

By: _____

Jim Landon, City Manager

Date: _____

Approved by (Initials and date):

_____/_____/_____
 ____/____/_____
 ____/____/_____
 ____/____/_____
 ____/____/_____

Responsible Department Director

City Finance

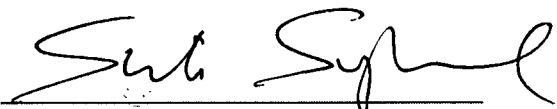
City Attorney

Purchasing & Contract Management Division

**Exhibit A
Scope of Work**

**Exhibit B
Pricing**



Submit Bid To: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164	INVITATION TO BID and Bidder Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	ITB-PW-U-16-14 Co-Op Annual Supply of Chemicals for Water and Wastewater
Pre-Bid Date: N/A Pre-Bid Time: N/A Bid Due Date: July 27, 2016 Bid Due Time: 2:00pm	Location of Public Opening: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164
Bidder's Name: Solenis LLC	Federal Employer ID Number or SS Number: 46-5612095
Business Address: 3 Beaver Valley Road, Ste 500 City: Wilmington State: DE Zip: 19803	If returning as "No Submittal", please return only this page and state why:
Type of Entity: <i>(Circle one)</i> Corporation Partnership ☒ LLC Proprietorship Joint Venture Other	Name (printed): SHRUTI SINGHAL Title: Vice President Date: JULY 25, 2016
Incorporated in the State of: Not incorporated, Organized in the state of Delaware Telephone Number: 302-502-0830 Toll Free Telephone Number: Fax Number: 302-477-1675 E-mail: Bidders@Solenis.com	X  Authorized Signature

The Applicant is expected to completely analyze the information contained in this Invitation to Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 29, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Updates & Revised Bid Form

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

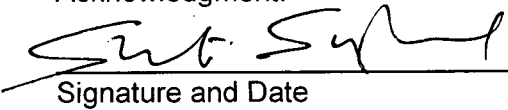
Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that Flagler County Board of County Commissioners will not be a part of this bid, however, the City of St. Augustine will be part of the Co-op.
2. **The bid form has been updated for the City of Palm Coast, the following changes were made**
 - Dense Sodium Carbonate (Soda Ash) – **has been removed.**
 - Sodium Hydroxide (Caustic) – **has been added.**
 - Scale Inhibitor – **has been added.**
3. Please use the updated Bid form on the following two pages to include the above changes.

Acknowledgment:

 July 25, 2016
 Signature and Date

SHRUTI SINGHAL Vice President
 Printed Name and Title

Solenis LLC
 Company Name

END OF ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 1, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Updates – Chemicals – Sodium Hydroxide & Scale Inhibitor (City of Palm Coast)

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that per Addendum #1, Sodium Hydroxide (Caustic) and Scale Inhibitor were added for the City of Palm Coast, specifications for both are on the following pages.

Acknowledgment:

 JULY 25, 2016
Signature and Date

SHAUNTI SINGHAL Vice President
Printed Name and Title

Solenis LLC
Company Name

END OF ADDENDUM NO. 2

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

City of Palm Coast
Sodium Hydroxide (25% - Rayon or Membrane Grade Caustic)
Quantity: approximately 500 wet tons

General Description of Services

The City of Palm Coast Public Works / Utility Division is seeking a firm price per wet ton (delivered) for the purchase of Sodium Hydroxide to be used at the Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, Florida 32164 and Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137.

- Acceptable Standard: 25% Grade Sodium Hydroxide (Caustic), either Rayon or Membrane grade and must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.
- Caustic will be delivered as liquid caustic (price per wet ton).
- Delivery will be a twenty-three (23) ton minimum load (4,300 gallons).
- Total anticipated Annual Volume (not guaranteed) is 500 tons (1,000,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The contractor's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The contractor's will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The contractor's must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The contractor's will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within forty eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Sodium Hydroxide 25% in less than 48 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal delivery" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hydroxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hydroxide shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may

reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sodium hydroxide. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164.** Purchaser owns two (2) 6,000-gallon storage tanks. Approximate delivery requirement: 30 tons every 90 business days.
- **Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137.** Purchaser owns two (2) 6,500-gallon storage tanks. Approximate delivery requirement: 92 tons every 90 business days.

Bid Evaluation:

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Scale Inhibitor
Quantity: approximately 4,500 gallons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per gallon (delivered) for the purchase of scale Inhibitor to be used at the Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, FL 32164 and Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137.

- **Acceptable Standard:** The scale inhibitor shall also be <100cps as measured by the Brookfield viscosity value. This product must be AWC A-102 plus or equivalent. The delivered product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60. meet ANSI/NSF Standard 60 specifications for drinking water. In addition, it must meet all requirements for use in potable water as described under rule 62-555.315 F.A.C. and certified to meet AWWA standard B502-83 or latest revision.
- **Acceptable Standard:** The scale inhibitor must contain no Polyacrylic acid / polymaleic acid. A signed statement must be included with the bid verifying that the product contains no detectable levels of Polyacrylic / Polymaleate or dendrimer chemistries.
- **Acceptable Standard:** This product must be resistant to biological growth while stored in the original container or day tank for up to 2 years.
- **Acceptable Standard:** This product must control calcium carbonate up to an LSI of 2.6. It must also control calcium sulfate, barium sulfate, strontium sulfate, calcium fluoride, and calcium phosphate scale. It must also disperse silica and colloidal iron.
- **Physical Properties:** The product is a clear to light yellow liquid with a specific gravity between 1.1 – 1.2. The pH of the product should be in the range of 3-4.
- **Total anticipated Annual Volume (not guaranteed) is 4,500 gallons.**
- **The Bidder must be able to supply each facility with a maximum of – 550 gallons (Wtp2) and 550 gallons (Wtp3), and also be willing to deliver as little as 110 gallons when required.**
- **The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.**
- **The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system when dealing with bulk deliveries.**
- **The successful bidder's shipper is responsible for offloading the product from their truck using a lift gate when dealing with deliveries using pallets or 55 gal drums.**
- **The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.**
- **The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.**
- **The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.**
- **The successful bidder must provide theoretical RO training for system cleaning once per year.**

- A qualified technician must be available within 24hrs notice for troubleshooting should there be any problems with the RO system.
- Should scaling occur, the anti-scalant supplier must have the capability of cleaning 1 of the scaled membranes off-site to determine the best cleaning chemicals and best procedures. The element should be returned with a report showing performance prior to cleaning and post cleaning.
- **A free membrane autopsy must be provided once per year at the City of Palm Coast request while the suppliers anti-scalant is being used.**
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within forty eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Scale Inhibitor in less than 48 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal delivery" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking **Scale Inhibitor**.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Scale Inhibitor shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Scale Inhibitor. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by 55 gal drums shall be made to:

- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164**
Bidder must ship in 55 gal drums.
- **Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137**
Bidder must ship in 55 gal drums.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 13, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

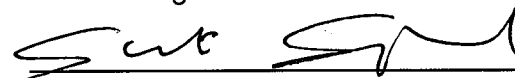
Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

- Question:** If we take exceptions to items contained in your bid and offer up alternative language, will be deemed non-responsive? **Answer:** Please send your question/exception/alternative language, and it will be reviewed, and put in a subsequent addendum if approved or not.
- Question:** If bidding a price for a certain chemical, does the supplier have the supply all sites that require the chemical. **Answer:** For the City of Palm Coast, the answer would be yes.
- Question:** On item #36 – OrthoPhosphate: What are the specifications for the product; i.e. - % orthophosphate (PO4), % polyphosphate (PO4), Total PO4, Specific Gravity, pH, etc. What is the name of the product in use now? **Answer:** The City of St. Augustine currently uses a 2050 blend, the specific gravity is 1.438 at 75 degrees, a pH of 6.16, & Harcross chemical co. was our supplier.
- Question:** May I have the name of the winner of the last bid/supplier, the product name and the price for items #2, 17, 25, 27 & 36. **Answer:** Please see the attached bid tabulation from the last co-op bid.
- Please be advised of the following cost for the City of St. Augustine and City of Edgewater:**

<u>City of St. Augustine</u>	<u>Pricing:</u>	<u>Supplier</u>
Item # 33 – Antiscalant- approx. 275 gal per tote	\$1,639.85	Harcross
Item # 36 – Orthophosphate – approx. 275 gals per tote	\$1,491.20	Harcross
<u>City of Edgewater</u>		
Item#2 – Corrosion Inhibitor – 1,000 – 3,000 gals	\$6.95	Hawkins

Acknowledgment:

 July 25, 2016
Signature and Date

SHRUTI SINGHAL Vice President

Printed Name and Title

Solenis LLC

Company Name

END OF ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 19, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Will I need to submit a bid bond for each City that we are submitting bids to that are over \$100,000?? Or will only one bid bond made out to the City of Palm Coast Co-op be required. **Answer:** There will be a different bid bond for each entity that bid is over \$100,000.
2. **Question:** Please review below and provide clarification as soon as possible.

City of Edgewater:

Specification of Material

"Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10-85 percent hypochlorite by weight)"

The city needs to provide clarification to the 10-85 percent hypochlorite by weight.

City of St. Augustine

Specification of Material

A) Specifications for Sodium Hypochlorite are described as it was Sodium Hydroxide instead.

B) Also the issue with the annual volume of 5,000 gallons vs. 520,000 gallons.

C) Minimum delivery amounts of 10,000 gallons is incorrect.

Answer: City of Edgewater – This should read as follows: - "Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent hypochlorite by weight)" **Answer: City of St. Augustine** – The above specification of material is correct.

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

3. **Question:** We would like to confirm that the Liquid Carbon Dioxide storage tank at St. Augustine is 4,500 lb and the annual bid volume is 12,000 lbs. Is this correct? **Answer:** This is correct.

Acknowledgment:

S. Singh July 25, 2016
Signature and Date

SHRUTI SINGHAL Vice President
Printed Name and Title

Solenis LLC
Company Name

END OF ADDENDUM NO. 4

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Section 4 – Price Schedule

Project: **Co-Op Annual Supply of Chemicals for Water and Wastewater**

City Contract Number: **ITB-PW-U-16-14**

Name of Bidder: Solenis LLC

Mailing Address: 3 Beaver Valley Road, Suite 500, Wilmington, DE 19803

Street Address: 3 Beaver Valley Road, Suite 500

City/State/Zip: Wilmington, DE 19803

Phone Number: (302) 502-0830

FAX Number: (302) 477-1675

ALL PRICES F.O.B. PALM COAST

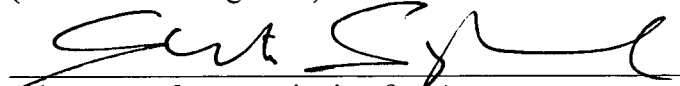
Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 4 **(which must be turned in with the bid)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 25th day of July, 2016.

Solenis LLC

(Name of Bidding Firm)



(Signature of person signing form)

SHRUTI SINGHAL

(Printed name of person signing form)

Vice President

(Title of person signing form)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Insert Bid Form here.

BID FORM - REVISED - PER ADDENDUM #1

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes, or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use to the specified Governmental Entity.**

CITY OF EDGEWATER			
Item	Description	Unit of Measure	Unit Cost
1	AMMONIUM SULFATE - approx. 7,000 gallons	gal.	\$ NO BID
2	COROSION INHIBITOR - approx 1,000 - 3,000 gallons	gal.	\$ NO BID
3	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,400 tons	ton	\$ NO BID
4	LIQUID ALUMINUM SULFATE - approx. 30,000 gallons	gal.	\$ NO BID
5	LIQUID CARBON DIOXIDE - approx. 250 - 400 tons	ton	\$ NO BID
6	LIQUID FERRIC SULFATE - approx. 11,000 gallons	gal.	\$ NO BID
7	LIQUID SODIUM BIOSULFITE - approx. 10,000 gallons	gal.	\$ NO BID
8	POLYMER - 45 - 55 Drums Praestol K275 FLX	drums	\$ 418.50 / drum
9	LIQUID SODIUM HYPOCHLORITE - approx. 116,000 gallons	gal.	\$ NO BID
CITY OF FLAGLER BEACH			
Item	Description	Unit of Measure	Unit Cost
10	SULFURIC ACID 93% - approx. 46 tons	ton	\$ NO BID
CITY OF HOLLY HILL			
Item	Description	Unit of Measure	Unit Cost
11	AMMONIA-TANNER, ANHYDROUS AMMONIA METALLURGICAL GRADE- approx. 3,000 pounds	lb.	\$ NO BID
12	LIQUID ALUMINUM SULFATE - approx. 190 tons	ton	\$ NO BID
13	LIQUID CHLORINE (one-ton cylinders) - approx. 52 tons	ton	\$ NO BID
14	LIQUID SULFUR DIOXIDE (one-ton cylinders) - approx. 20 tons	ton	\$ NO BID
15	LIQUID CARBON DIOXIDE - approx. 44 tons	ton	\$ NO BID
16	HIGH CALCIUM BULK QUICKLIME - approx. 320 tons	ton	\$ NO BID
17	23% HYDROFLUOSILICIC ACID (HFS) - approx. 2,500 gallons	gal.	\$ NO BID
18	SOLID ANIONIC POLYMER - approx. 600 - 1,000 pounds Praestol A 3040 LTR Drum	lb.	\$ 0.83

CITY OF OVIEDO

Item	Description	Unit of Measure	Unit Cost
19	AMMONIA HYDROXIDE 19% (bulk) - approx. 14,400 gallons	gal.	\$ NO BID
20	CARBONIC DIOXIDE (LIQUID CO2) - approx. 480,000 pounds	lb.	\$ NO BID
21	FLUORIDE 23% - approx. 8,400 gallons	gal.	\$ NO BID
22	SODIUM HYDROXIDE 50% - approx. 54,500 gallons	gal.	\$ NO BID
23	SODIUM HYPOCHLORITE 12.5% (10% by weight = 12.5% by trade) - approx. 280,000 gallons	gal.	\$ NO BID
24	SULFURIC ACID SPECIFICATION (93%) - approx. 8,400 gallons	gal.	\$ NO BID

CITY OF PALM COAST

Item	Description	Unit of Measure	Unit Cost
25	AMMONIUM SULFATE SOLUTION - approx. 30,000 gallons	gal.	\$ NO BID
26	CORROSION INHIBITOR (Polyorthophosphate 70/30 blend) - approx. 12,000 gallons	gal.	\$ NO BID
27	LIQUID POLYMER - approx. 30 - 38 totes (2,300 lbs. per tote) Praestol K 275 FLX	tote	\$ 2,061.00 / tote
28	SODIUM HYPOCHLORITE - approx. 450,000 gallons	gal.	\$ NO BID
29	ALUMINUM CHLORHYDRATE - approx. 130,000 lbs.	lb.	\$ NO BID
30	SULFURIC ACID (93%) - approx. 1,000 gallons	gal.	\$ NO BID
31	SULFURIC ACID (50%) - approx. 7,100 gallons	gal.	\$ NO BID
32	SCALE INHIBITOR - approx. 4,500 gallons	gal.	\$ NO BID
33	SODIUM HYDROXIDE (25%) - approx. 500 wet tons	ton	\$ NO BID

CITY OF ST. AUGUSTINE

Item	Description	Unit of Measure	Unit Cost
34	ANYDROUS AMMONIA - approx. 3,500 lbs.	lb.	\$ NO BID
35	ANTISCALANT - approx. 275. per tote	tote	\$ NO BID
36	CALCIUM HYPOCHLORITE (HTH) - approx. 2,000 lbs.	lb.	\$ NO BID
37	CARBON DIOXIDE - approx. 4,000 lbs.	lb.	\$ NO BID
38	ORTHOPHOSPAHTE - approx. 275 gals (per tote)	tote	\$ NO BID
39	QUICKLIME GRANULAR - approx. 20 tons	ton	\$ NO BID
40	SODIUM HYDROXIDE - approx. 625 wet tons.	ton	\$ NO BID
41	SODIUM HYPOCHLORITE - approx. 5,000 gals	gal.	\$ NO BID
42	SULFURIC ACID - approx. 4,500 gals	gal.	\$ NO BID

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

To: Company Name
 Address
 Address
 Address
 Phone



Certificate of Analysis

Product: PRAESTOL K-275FLX
 Lot Number:
 Purchase Order:
 Quantity:
 Consignment Date:

A representative sample was taken and the following test results were obtained:

Parameter:	Specification	Results	Test Methods
Product Viscosity, mPas, RVT2, 5 rpm 1.0% in a 10% NaCl Solution	<5500		Q1T010
Viscosity, mPas, RVT1, 10 rpm	>500		Q1T054
Active Content, %	44 - 49		Q1T019
Residual Acrylamide, %	<0.1		Q1T044

Prepared by:
 Quality Control

mm/dd/yy



To: Company Name
 Address
 Address
 Address
 Phone

Certificate of Analysis

Product: PRAESTOL A3040LTR
 Lot Number:
 Purchase Order:
 Quantity:
 Consignment Date:

A representative sample was taken and the following test results were obtained:

Parameter:	Specification	Results	Test Methods
Viscosity, mPas, @25°C, RVT2, 5 rpm	<3100		Q1T010
0.5% Brine Viscosity, cps, RVT1, 10 rpm	>350		Q1T054
Gels, %	<0.3		Q1T073
Residual Monomer, %	<0.05		Q1T044

Prepared by: mm/dd/yy
 Quality Control

This certificate has been prepared with care as part of the Quality Assurance System of Solenis. However, it does not relieve our customers of their obligation to inspect the goods upon receipt or establish any warranties to third parties, to whom it might be passed on. No additional warranty of any kind, expressed or implied, is linked hereto.

Attachment A Conflict of Interest Statement

Delaware
STATE OF ~~FLORIDA~~)

) ss

CITY OF Wilmington)

Before me, the undersigned authority, personally appeared
SHRUTI SINGHAL, who was duly sworn, deposes, and states:

1. I am the Vice President of Solenis LLC with a local office in Wilmington, DE and principal office in Wilmington, DE.
2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as: ***ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater.***
3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.
9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

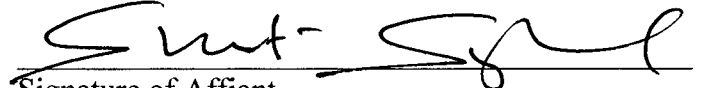
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Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment A
Conflict of Interest Statement (Continued)

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this 25th day of July, 2016.


 Signature of Affiant

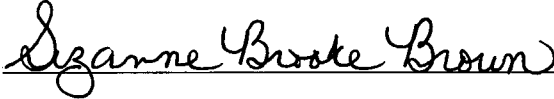
SHRUTI SINGHAL
 Typed/Printed Name of Affiant

Vice President
 Title

Sworn to and subscribed before me this 25th day of July, 2016.

Personally known X or produced identification _____ (type of identification).

Notary Public - State of Delaware



My commission expires September 21, 2017

Suzanne Brooke Brown
 (Printed typed or stamped commissioned name of notary public)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment B Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to the City of Palm Coast.

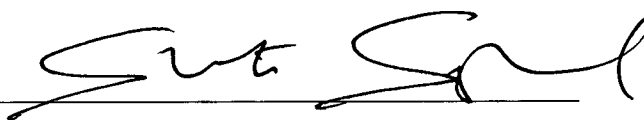
If the company submits information exempt from public disclosure, the company must identify with specify which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City of Palm Coast in the event we are forced to litigate the public records status of the company's documents.

The City shall make final determinations as to Public Records Law Compliance.

Company Name: Solenis LLC

Authorized representative (printed): SHRUTI SINGHAL

Authorized representative (signature): 

Date: JULY 25, 2016

Project: *ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater*

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment C Bidder's Certification

I have carefully examined the Invitation To Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of these Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation To Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Purchasing & Contracts Division prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Palm Coast or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: Solenis LLC

By:


Signature

SHRUTI SINGHAL Vice President
Name & Title, Typed or Printed

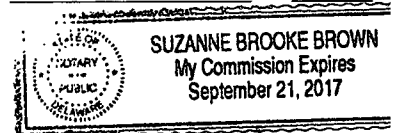
3 Beaver Valley Road, Suite 500
Mailing Address

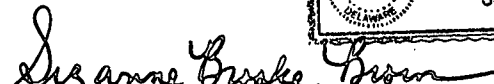
Wilmington, DE 19803
City, State, Zip Code

302-502-0830
Telephone Number

Sworn to and subscribed before me

This 25th day of July 2016




Signature of Notary (& Stamp)

Notary Public, State of Delaware

Personally Known X or

Produced Identification _____
(type of identification)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment D Drug-Free Work Place Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Solenis LLC does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


Signature

SHRUTI SINGHAL Vice President
Print Name & Title

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment E
Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: Solenis LLC

Signature: Sint Spr

Printed Name: SHRUTI SINGHAL

Title: Vice President

Date: July 25, 2016

Affix Corporate Seal

NOT A CORPORATION

STATE OF Delaware)
) ss

COUNTY OF New Castle)

The foregoing instrument was acknowledged before me this 25th day of July, 2016, by SHRUTI SINGHAL of Solenis LLC (a firm), on behalf of the firm. He/She is personally known to me or has produced Personally Known identification.

(Seal)

Suzanne Brooke Brown

Print Name Suzanne Brooke Brown

Notary Public in and for the County and State Aforementioned

My commission expires: September 21, 2017



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment F References

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

1. Company Name City of Lake City
 Contact Name and Title Fritz Grady Engineer / Operator
 Address 527 SW Margarets Street, Lake City, FL 32025
 Phone Number 386-758-5455 FAX Number 386-758-5462
 Duration of Contract or business relationship Customer since 2010

2. Company Name City of Palm Bay
 Contact Name and Title Tim Bailey - Plant Contact
 Address 1105 Clearmont Street NE, Palm Bay, FL 32905
 Phone Number 321-403-7076 FAX Number _____
 Duration of Contract or business relationship Customer since 2012

3. Company Name City of Cocoa Beach WWTP
 Contact Name and Title Scott Barber - Operations Manager
 Address 1600 Minutemen Causeway, PO Box 322430, Cocoa Beach, FL 32932
 Phone Number 321-868-3228 FAX Number 321-868-3321
 Duration of Contract or business relationship Customer since 2010

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment G Identical Tie Proposals

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



AUTHORIZED SIGNATURE

Solenis LLC

COMPANY

July 25th, 2016
DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment H
Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

NOT APPLICABLE

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment I
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Solenis LLC

Organization Name

SHRUTI SINGHAL

Vice President

Name and Title of Authorized Representative

Shruti Singhal

JULY 25, 2016

Signature

Date

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, ineligible, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titles “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment J Certificate of Corporation

*Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

Delaware
STATE OF ~~FLORIDA~~

Solenis LLC is a Limited Liability Company,
not a corporation.

COUNTY OF New Castle

FEI NUMBER 46-5612095

PLEASE SEE ATTACHED
SECRETARY CERTIFICATE
AUTHORIZING SIGNER

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____, 20____. The following resolution was duly passed and adopted:

“RESOLVED, that _____ as President of the corporation is hereby authorized to execute the Contract dated _____, 20____, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This _____ day of _____, 20____.

Corporate Secretary (printed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.



solenis.com

Secretary Certificate

I, TIMOTHY J. KAVANAUGH, certify that I am Assistant Secretary of Solenis LLC. I certify that Shruti Singhal, Vice President North America Industrial Water Treatment, who signed this bid proposal and / or contract on behalf of Solenis has authority to do so.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of JULY, 2016.

T.J. Kavanagh
Signed

TIMOTHY J. KAVANAUGH
Printed Name

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS



Detail by FEI/EIN Number

Foreign Limited Liability Company

SOLENIS LLC

Filing Information

Document Number M14000003739
FEI/EIN Number 46-5612095
Date Filed 05/30/2014
State DE
Status ACTIVE
Last Event LC STMNT CORR
Event Date Filed 07/11/2014
Event Effective Date NONE

Principal Address

3 Beaver Valley Road
Suite 500
WILMINGTON, DE 19803

Changed: 04/27/2015

Mailing Address

3 Beaver Valley Road
Suite 500
WILMINGTON, DE 19803

Changed: 05/20/2016

Registered Agent Name & Address

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

Authorized Person(s) Detail

Name & Address

Title Authorized Member

Solenis Holdings 3 LLC
3 Beaver Valley Road
Suite 500
WILMINGTON, DE 19803

Annual Reports

Report Year	Filed Date
2015	04/27/2015
2016	05/20/2016

Document Images

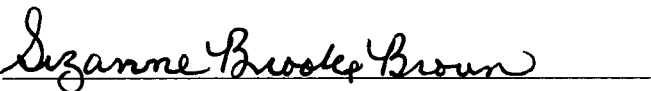
05/20/2016 -- ANNUAL REPORT	View image in PDF format
04/27/2015 -- ANNUAL REPORT	View image in PDF format
07/11/2014 -- CORLCSTCOR	View image in PDF format
05/30/2014 -- Foreign Limited	View image in PDF format

Attachment K Public Entity Crime Form

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

SHRUTI SINGHAL Authorized Agent or Official for Solenis LLC
by signing below hereby certifies that neither he/she nor the firm of Solenis LLC
is or has been placed on the convicted vendor list, now or within the period of thirty six (36) months.

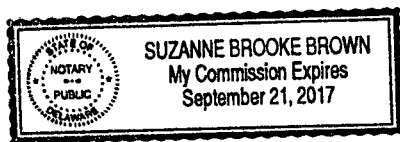
Signed By: 
President/Authorized Agent or Official

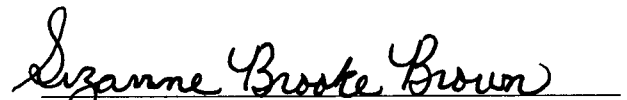
Witnessed By: 

State Of: Delaware

County Of: New Castle

The foregoing instrument was acknowledged before me this 25th day of July, 2016, by SHRUTI SINGHAL, President, Authorized Agent or Official of Solenis LLC, a Florida Company, who is personally known to me or who has produced Personally Known as identification and who did (did not) take an oath.




Notary Public, State of Florida
Delaware

Commission No. N/A

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment L**Vendor Certification Regarding Scrutinized Companies List**

*If bid amount is less than one million dollars (\$1,000,000), this form is **not** required.

N/A

Respondent Vendor's Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name & Title: _____

Date: _____

Attachment: SOLENIS LLC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.



solenis.com

STATEMENT OF EXCEPTION

Solenis LLC ("Solenis") wishes to include the following exceptions statement for consideration in its bid submission for the City of Palm Coast ITB-PW-U-16-14-Co-Op, Annual Supply of Chemicals for Water and Wastewater. We respectfully request that the foregoing revisions qualify the "General Conditions" and request consideration that they be incorporated into the parties' contract should Solenis be awarded the bid."

At Section 16(a), Indemnification of City, please add the introductory phrase, "To the extent of its negligence," to the beginning of the clause.



Submit Bid To: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164	INVITATION TO BID and Bidder Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	ITB-PW-U-16-14 Co-Op Annual Supply of Chemicals for Water and Wastewater
Pre-Bid Date: N/A Pre-Bid Time: N/A Bid Due Date: July 27, 2016 Bid Due Time: 2:00pm	Location of Public Opening: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164
Bidder's Name: THATCHER CHEMICAL OF FLORIDA, INC.	Federal Employer ID Number or SS Number: 26-1375349
Business Address: City: 245 Hazen Road State: Deland, FL Zip: 32720-3967	If returning as "No Submittal", please return only this page and state why:
Type of Entity: <i>(Circle one)</i> ☒ Corporation Partnership LLC Proprietorship Joint Venture Other	Name (printed): Craig N. Thatcher Title: President Date: July 22, 2016
Incorporated in the State of: Florida Telephone Number: (386) 490-1638 Toll Free Telephone Number: (800) 510-7954 Fax Number: (386) 490-1641 E-mail: jayson.stenquist@tchem.com ; wendy.richmond@tchem.com	X  Authorized Signature

The Applicant is expected to completely analyze the information contained in this Invitation to Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Section 4 – Price Schedule

Project: **Co-Op Annual Supply of Chemicals for Water and Wastewater**

City Contract Number: **ITB-PW-U-16-14**

Name of Bidder: **THATCHER CHEMICAL OF FLORIDA, INC.**

Mailing Address: **P. O. Box 27407, Salt Lake City, UT 84127-0407**

Street Address: **245 Hazen Road**

City/State/Zip: **Deland, FL 32720-3967**

Phone Number: (**386**) **490-1638**

FAX Number: (**386**) **490-1641**

ALL PRICES F.O.B. PALM COAST

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. 1 through 4 **(which must be turned in with the bid)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this 22nd day of July, 20 16.

Thatcher Chemical of Florida, Inc.

(Name of Bidding Firm)

(Signature of person signing form)

Craig N. Thatcher

(Printed name of person signing form)

President

(Title of person signing form)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

BID FORM - REVISED - PER ADDENDUM #1

The undersigned, as bidder, hereby declares that he/she has carefully examined the specifications for the **ANNUAL SUPPLY OF CHEMICALS FOR WATER AND WASTEWATER** and agrees to furnish the same, as specified, in accordance with the terms and conditions of the bid documents. Estimated quantities are for bidding purposes only and do not guarantee the quantities that will be purchased as a result of this bid. **This bid constitutes the offer in its entirety and includes only those exceptions indicated on the Bid Form.** No further changes, or exceptions to the terms, conditions, and response to this bid will be offered or accepted. **The undersigned further states that this/these product(s) will be delivered F.O.B. point of use to the specified Governmental Entity.**

CITY OF EDGEWATER			
Item	Description	Unit of Measure	Unit Cost
1	AMMONIUM SULFATE - approx. 7,000 gallons	gal.	\$ No Bid
2	COROSION INHIBITOR - approx 1,000 - 3,000 gallons	gal.	\$ No Bid
3	HIGH CALCIUM BULK QUICKLIME - approx. 900 - 1,400 tons	ton	\$ No Bid
4	LIQUID ALUMINUM SULFATE - approx. 30,000 gallons	gal.	\$ 0.578
5	LIQUID CARBON DIOXIDE - approx. 250 - 400 tons	ton	\$ No Bid
6	LIQUID FERRIC SULFATE - approx. 11,000 gallons [Manufacturer: Thatcher Chemical of Florida, Inc.]	gal.	\$ 1.16
7	LIQUID SODIUM BIOSULFITE - approx. 10,000 gallons	gal.	\$ 1.82
8	POLYMER - 45 - 55 Drums	drums	\$ No Bid
9	LIQUID SODIUM HYPOCHLORITE - approx. 116,000 gallons	gal.	\$ No Bid
CITY OF FLAGLER BEACH			
Item	Description	Unit of Measure	Unit Cost
10	SULFURIC ACID 93% - approx. 46 tons	ton	\$ No Bid
CITY OF HOLLY HILL			
Item	Description	Unit of Measure	Unit Cost
11	AMMONIA-TANNER, ANHYDROUS AMMONIA METALLURGICAL GRADE- approx. 3,000 pounds	lb.	\$ No Bid
12	LIQUID ALUMINUM SULFATE - approx. 190 tons	ton	\$ 180.97
13	LIQUID CHLORINE (one-ton cylinders) - approx. 52 tons	ton	\$ No Bid
14	LIQUID SULFUR DIOXIDE (one-ton cylinders) - approx. 20 tons	ton	\$ No Bid
15	LIQUID CARBON DIOXIDE - approx. 44 tons	ton	\$ No Bid
16	HIGH CALCIUM BULK QUICKLIME - approx. 320 tons	ton	\$ No Bid
17	23% HYDROFLUOSILICIC ACID (HFS) - approx. 2,500 gallons	gal.	\$ No Bid
18	SOLID ANIONIC POLYMER - approx. 600 - 1,000 pounds	lb.	\$ No Bid

CITY OF OVIEDO

Item	Description	Unit of Measure	Unit Cost
19	AMMONIA HYDROXIDE 19% (bulk) - approx. 14,400 gallons	gal.	\$ No Bid
20	CARBONIC DIOXIDE (LIQUID CO2) - approx. 480,000 pounds	lb.	\$ No Bid
21	FLUORIDE 23% - approx. 8,400 gallons	gal.	\$ No Bid
22	SODIUM HYDROXIDE 50% - approx. 54,500 gallons	gal.	\$ No Bid
23	SODIUM HYPOCHLORITE 12.5% (10% by weight = 12.5% by trade) - approx. 280,000 gallons	gal.	\$ No Bid
24	SULFURIC ACID SPECIFICATION (93%) - approx. 8,400 gallons	gal.	\$ No Bid

CITY OF PALM COAST

Item	Description	Unit of Measure	Unit Cost
25	AMMONIUM SULFATE SOLUTION - approx. 30,000 gallons	gal.	\$ 1.67
26	CORROSION INHIBITOR (Polyorthophosphate 70/30 blend) - approx. 12,000 gallons	gal.	\$ No Bid
27	LIQUID POLYMER - approx. 30 - 38 totes (2,300 lbs. per tote)	tote	\$ No Bid
28	SODIUM HYPOCHLORITE - approx. 450,000 gallons	gal.	\$ No Bid
29	ALUMINUM CHLORHYDRATE - approx. 130,000 lbs.	lb.	\$ 0.2994
30	SULFURIC ACID (93%) - approx. 1,000 gallons	gal.	\$ No Bid
31	SULFURIC ACID (50%) - approx. 7,100 gallons	gal.	\$ No Bid
32	SCALE INHIBITOR - approx. 4,500 gallons	gal.	\$ No Bid
33	SODIUM HYDROXIDE (25%) - approx. 500 wet tons	ton	\$ No Bid

CITY OF ST. AUGUSTINE

Item	Description	Unit of Measure	Unit Cost
34	ANYDROUS AMMONIA - approx. 3,500 lbs.	lb.	\$ No Bid
35	ANTISCALANT - approx. 275. per tote	tote	\$ No Bid
36	CALCIUM HYPOCHLORITE (HTH) - approx. 2,000 lbs.	lb.	\$ No Bid
37	CARBON DIOXIDE - approx. 4,000 lbs.	lb.	\$ No Bid
38	ORTHOPHOSPAHTE - approx. 275 gals (per tote)	tote	\$ No Bid
39	QUICKLIME GRANULAR - approx. 20 tons	ton	\$ No Bid
40	SODIUM HYDROXIDE - approx. 625 wet tons.	ton	\$ No Bid
41	SODIUM HYPOCHLORITE - approx. 5,000 gals	gal.	\$ No Bid
42	SULFURIC ACID - approx. 4,500 gals	gal.	\$ No Bid

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment A Conflict of Interest Statement

UTAH
STATE OF ~~FLORIDA~~)

) ss

CITY OF SALT LAKE)

Before me, the undersigned authority, personally appeared
Craig N. Thatcher, who was duly sworn, deposes, and states:

1. I am the President of Thatcher Chemical of Florida, Inc. with a local office in Deland, Florida and principal office in Deland, Florida.

2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as: *ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater.*

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

Continued on next page.

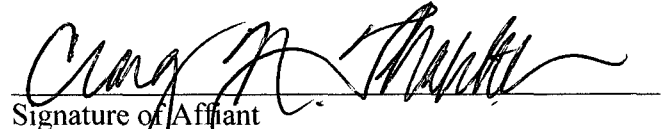
Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Treatment Chemicals)

Attachment A

Conflict of Interest Statement (Continued)

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this 22nd day of July, 20 16.


Signature of Affiant

Craig N. Thatcher
Typed/Printed Name of Affiant

President
Title

Sworn to and subscribed before me this 22nd day of July, 20 16.

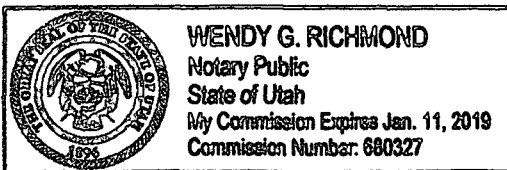
Personally known X or produced identification _____ (type of identification).

Notary Public - State of Utah


Wendy G. Richmond

My commission expires January 11, 2019

(Printed typed or stamped commissioned name of notary public)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment B

Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to the City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specify which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

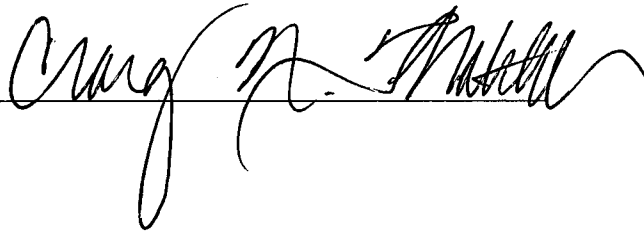
By submitting a response to this solicitation, the company agrees to defend the City of Palm Coast in the event we are forced to litigate the public records status of the company's documents.

The City shall make final determinations as to Public Records Law Compliance.

Company Name: **THATCHER CHEMICAL OF FLORIDA, INC.**

Authorized representative (printed): Craig N. Thatcher

Authorized representative (signature):



Date: July 22, 2016

Project: *ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater*

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment C Bidder's Certification

I have carefully examined the Invitation To Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of these Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation To Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

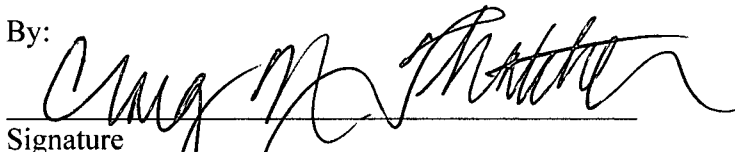
I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Purchasing & Contracts Division prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Palm Coast or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: **THATCHER CHEMICAL OF FLORIDA, INC.**

By:



Signature

Craig N. Thatcher, President

Name & Title, Typed or Printed

P. O. Box 27407

Mailing Address

Salt Lake City, UT 84127-0407

City, State, Zip Code

(386) 490-1638

Telephone Number

Sworn to and subscribed before me

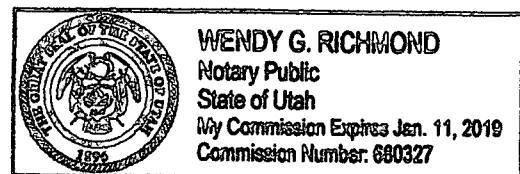
This 22nd day of July 2016.


Signature of Notary (& Stamp) Wendy G. Richmond

Notary Public, State of Utah

Personally Known X or

Produced Identification _____
(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment D Drug-Free Work Place Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that
Thatcher Chemical of Florida, Inc. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature

Craig N. Thatcher, President

Print Name & Title

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment E

Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

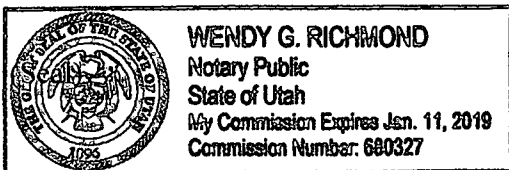
The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: **THATCHER CHEMICAL OF FLORIDA, INC.**
 Signature: *Craig N. Thatcher*
 Printed Name: Craig N. Thatcher
 Title: President
 Date: July 22, 2016

Affix Corporate Seal

STATE OF UTAH)
) ss
 COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 22nd day of July, 2016, by Craig N. Thatcher of Thatcher Chemical of Florida, Inc. (firm), on behalf of the firm. He/She is personally known to me or has produced identification:



Wendy G. Richmond
 Print Name Wendy G. Richmond
 Notary Public in and for the County and State Aforementioned
 My commission expires: January 11, 2019

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment F**References - Liquid Aluminum Sulfate, Sodium Bisulfite
and Aluminum Chlorhydrate**

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

- | | | | |
|----|---|---|-------------------------|
| 1. | Company Name | City of Winter Haven, FL | Liquid Aluminum Sulfate |
| | Contact Name and Title | Terry Carver | |
| | Address | 4400 Pollard Road, Winter Haven, FL 33884 | |
| | Phone Number | (863) 291-5763 | |
| | FAX Number | | |
| | Duration of Contract or business relationship | | Ongoing to April 2017. |
| | | | |
| | | | |
| | | | |
| 2. | Company Name | St. Johns County BOCC, FL | Sodium Bisulfite |
| | Contact Name and Title | Randy Harris | |
| | Address | 850 West 16th Street, Saint Augustine, FL 32080 | |
| | Phone Number | | |
| | FAX Number | | |
| | Duration of Contract or business relationship | | Feb. 2012 to Jan. 2017. |
| | | | |
| | | | |
| | | | |
| 3. | Company Name | City of Palm Coast, FL | Aluminum Chlorhydrate |
| | Contact Name and Title | Patrick Henderson, Utility Systems Operator Chief | |
| | Address | WWTP #1, 2 Utility Drive, Palm Coast, FL 32137 | |
| | Phone Number | (386) 986-2346 | |
| | FAX Number | | |
| | Duration of Contract or business relationship | | Ongoing to Sept. 2016. |
| | | | |
| | | | |
| | | | |

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment F

References - Ferric Sulfate

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

1. Company Name Tampa Bay Water, FL
 Contact Name and Title Tommy Brown
 Address 2575 Enterprise Road, Clearwater, FL 33763
 Phone Number (813) 929-4527 FAX Number _____
 Duration of Contract or business relationship Completed 2013.

2. Company Name City of Bartow, FL
 Contact Name and Title Bill Cowles
 Address 2500 Highway 17 North, Bartlow, FL 33830
 Phone Number (863) 534-0159 FAX Number _____
 Duration of Contract or business relationship Completed April 2016.

3. Company Name Clay County Utility Authority, FL
 Contact Name and Title Dennis Martin
 Address 2878 Tuscarora Trail, Middleburg, FL 32068
 Phone Number (904) 282-2262 FAX Number _____
 Duration of Contract or business relationship Ongoing to Nov. 2016.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment F

References - Ferric Sulfate

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

4. 4. Company Name Seminole County, FL
 Contact Name and Title Gary Lee Rudolph
 Address 500 W. Lake Mary Boulevard, Sanford, FL 32773
 Phone Number (407) 665-2020 FAX Number _____
 Duration of Contract or business relationship Ongoing to Nov. 2016.

5. 2. Company Name Salt River Project-Navajo Generating Station, AZ
 Contact Name and Title Rob Peterson
 Address 89 Highway 69 East, Page, AZ 86040
 Phone Number (928) 645-6384 FAX Number _____
 Duration of Contract or business relationship Ongoing to Jan. 2019.

3. Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ FAX Number _____
 Duration of Contract or business relationship _____

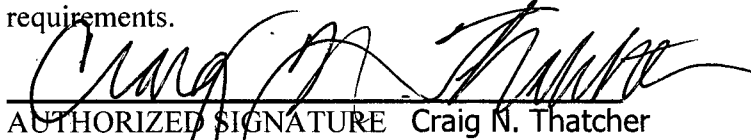
THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment G Identical Tie Proposals

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.


 AUTHORIZED SIGNATURE Craig N. Thatcher

THATCHER CHEMICAL OF FLORIDA, INC.

COMPANY
 July 22, 2016

DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment H
Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

None.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment I
Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

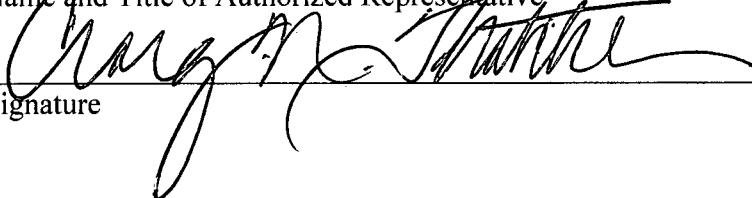
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

THATCHER CHEMICAL OF FLORIDA, INC.

Organization Name

Craig N. Thatcher, President

Name and Title of Authorized Representative



Signature

July 22, 2016

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment J
Certificate of Corporation
 *Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF ~~FLORIDA~~ UTAH

COUNTY OF SALT LAKE

FEI NUMBER 26-1375349

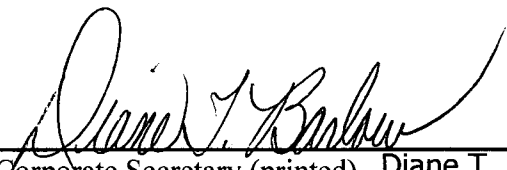
I HEREBY CERTIFY that a meeting of the Board of Directors of Thatcher Chemical of Florida, Inc., a corporation under the laws of the State of Florida, was held on July 22, 20 16. The following resolution was duly passed and adopted:

“RESOLVED, that Thatcher Chemical of Florida, Inc. as President of the corporation is hereby authorized to execute the Contract dated _____, 20____, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 22nd day of July, 20 16.


 Corporate Secretary (printed) Diane T. Barlow

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

State of Florida

Department of State

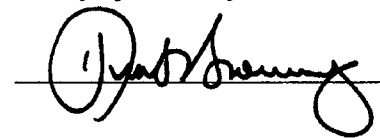
I certify from the records of this office that THATCHER CHEMICAL OF FLORIDA, INC. is a corporation organized under the laws of the State of Florida, filed on October 23, 2007.

The document number of this corporation is P07000116033.

I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 8, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of
Florida, at Tallahassee, the Capital, this the
Eleventh day of January, 2012*



Secretary of State



Authentication ID: 200217975902-011112-P07000116033

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

Attachment K Public Entity Crime Form

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Craig N. Thatcher Authorized Agent or Official for Thatcher Chemical of Florida, Inc.
by signing below hereby certifies that neither he/she nor the firm of Thatcher Chemical of Florida, Inc.
is or has been placed on the convicted vendor list now or within the period of thirty six (36) months.

Signed By: _____

Craig N. Thatcher
President/Authorized Agent or Official

Witnessed By: _____

Diane T. Barlow
Diane T. Barlow

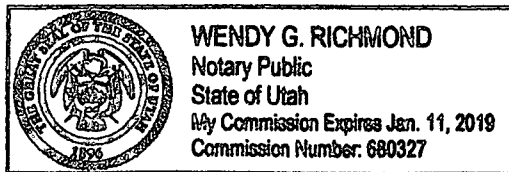
State Of: _____

Utah

County Of: _____

Salt Lake

The foregoing instrument was acknowledged before me this 22nd day of July, 20 16, by
Craig N. Thatcher, President, Authorized Agent or Official of Thatcher Chemical of Florida, Inc.,
a Florida Company, who is personally known to me ~~or who has produced~~ _____ as
~~identification~~ and who did (did not) take an oath.



Wendy G. Richmond
Notary Public, State of ~~Florida~~ Utah
Wendy G. Richmond
Commission No. January 11, 2019

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment L

Vendor Certification Regarding Scrutinized Companies List

*If bid amount is less than one million dollars (\$1,000,000), this form is **not** required.

Respondent Vendor's Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name & Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: June 29, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Updates & Revised Bid Form

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

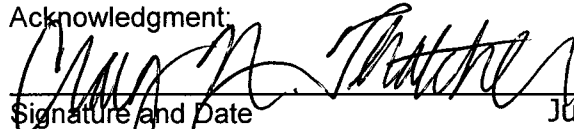
Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that Flagler County Board of County Commissioners will not be a part of this bid, however, the City of St. Augustine will be part of the Co-op.
2. **The bid form has been updated for the City of Palm Coast, the following changes were made**
 - Dense Sodium Carbonate (Soda Ash) – **has been removed.**
 - Sodium Hydroxide (Caustic) – **has been added.**
 - Scale Inhibitor – **has been added.**
3. Please use the updated Bid form on the following two pages to include the above changes.

Acknowledgment:



Signature and Date

July 22, 2016

Craig N. Thatcher, President

Printed Name and Title

THATCHER CHEMICAL OF FLORIDA, INC.

Company Name

END OF ADDENDUM NO. 1

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 2

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 1, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Updates – Chemicals – Sodium Hydroxide & Scale Inhibitor (City of Palm Coast)

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. Please be advised that per Addendum #1, Sodium Hydroxide (Caustic) and Scale Inhibitor were added for the City of Palm Coast, specifications for both are on the following pages.

Acknowledgment:


 Signature and Date July 22, 2016

Craig N. Thatcher, President
 Printed Name and Title

THATCHER CHEMICAL OF FLORIDA, INC.

Company Name

END OF ADDENDUM NO. 2

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 13, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

- Question:** If we take exceptions to items contained in your bid and offer up alternative language, will be deemed non-responsive? **Answer:** Please send your question/exception/alternative language, and it will be reviewed, and put in a subsequent addendum if approved or not.
- Question:** If bidding a price for a certain chemical, does the supplier have the supply all sites that require the chemical. **Answer:** For the City of Palm Coast, the answer would be yes.
- Question:** On item #36 – OrthoPhosphate: What are the specifications for the product; i.e. - % orthophosphate (PO₄), % polyphosphate (PO₄), Total PO₄, Specific Gravity, pH, etc. What is the name of the product in use now? **Answer:** The City of St. Augustine currently uses a 2050 blend, the specific gravity is 1.438 at 75 degrees, a pH of 6.16, & Harcross chemical co. was our supplier.
- Question:** May I have the name of the winner of the last bid/supplier, the product name and the price for items #2, 17, 25, 27 & 36. **Answer:** Please see the attached bid tabulation from the last co-op bid.
- Please be advised of the following cost for the City of St. Augustine and City of Edgewater:**

<u>City of St. Augustine</u>	<u>Pricing:</u>	<u>Supplier</u>
Item # 33 – Antiscalant- approx. 275 gal per tote	\$1,639.85	Harcross
Item # 36 – Orthophosphate – approx. 275 gals per tote	\$1,491.20	Harcross
<u>City of Edgewater</u>		
Item#2 – Corrosion Inhibitor – 1,000 – 3,000 gals	\$6.95	Hawkins

Acknowledgment:

Signature and Date

July 22, 2016

Craig N. Thatcher, President

Printed Name and Title

THATCHER CHEMICAL OF FLORIDA, INC.

Company Name

END OF ADDENDUM NO. 3

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ADDENDUM NO. 4

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 19, 2016

DUE DATE: July 27, 2016, 2PM

SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Will I need to submit a bid bond for each City that we are submitting bids to that are over \$100,000?? Or will only one bid bond made out to the City of Palm Coast Co-op be required. **Answer:** There will be a different bid bond for each entity that bid is over \$100,000.
2. **Question:** Please review below and provide clarification as soon as possible.

City of Edgewater:

Specification of Material

"Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10-85 percent hypochlorite by weight)"

The city needs to provide clarification to the 10-85 percent hypochlorite by weight.

City of St. Augustine

Specification of Material

A) Specifications for Sodium Hypochlorite are described as it was Sodium Hydroxide instead.

B) Also the issue with the annual volume of 5,000 gallons vs. 520,000 gallons.

C) Minimum delivery amounts of 10,000 gallons is incorrect.

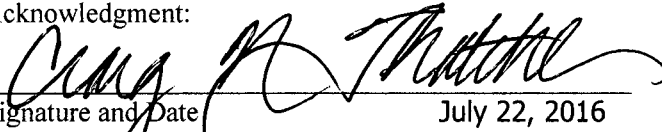
Answer: City of Edgewater – This should read as follows: - "Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent hypochlorite by weight)" **Answer: City of St. Augustine** – The above specification of material is correct.

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

3. **Question:** We would like to confirm that the Liquid Carbon Dioxide storage tank at St. Augustine is 4,500 lb and the annual bid volume is 12,000 lbs. Is this correct? **Answer:** This is correct.

Acknowledgment:


Signature and Date July 22, 2016

Craig N. Thatcher, President

Printed Name and Title

THATCHER CHEMICAL OF FLORIDA, INC.

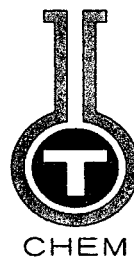
Company Name

END OF ADDENDUM NO. 4

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THATCHER CHEMICAL OF FLORIDA, INC.

P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638

Fax (386) 490-1641

EMERGENCY PHONE NUMBERS

During Normal Business Hours

8:00 a.m. to 4:30 p.m.

(386) 490-1638

Primary Contact

Joe Hughes(315) 224-0313

Secondary Contact

Michael Mitchell(779) 227-5389

Additional Contacts

24/7 Customer Service & Emergency Assistance(800) 375-7758

Craig Thatcher / President(801) 541-3258

Curtis Newman / Operations(801) 455-9187

Bill Popadich / Transportation(801) 673-1755

Steven Rynders / Research & Development(801) 243-7304



FDPH.MH17003
Drinking Water Treatment Chemicals

[Page Bottom](#)

Drinking Water Treatment Chemicals

See General Information for Drinking Water Treatment Chemicals

THATCHER GROUP, INC.
 1905 FORTUNE RD
 PO BOX 27407
 SALT LAKE CITY, UT 84127-0407 USA

MH17003

NSF/ANSI 60

Plant at: Thatcher Chemical of Florida, Inc., Deland, FL

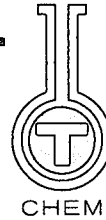
Trade Dsg	Category	Max Use Level (mg/L)
Compliance GT	Coagulation and Flocculation	43
Ferric Sulfate, 10 - 13% Iron	Coagulation and Flocculation	500
Sodium Aluminate [*Al]	Coagulation and Flocculation	43
Poly Phosphate Ortho Phosphate Blends - TI-XXXX-XX" [*PO4]	Corrosion and Scale Control	26
TI-2914	Corrosion and Scale Control	33
Aluminum Sulfate [*Al]	Flocculation	150
T-Floc B135 [*Al]	Flocculation	250
TI-2901	Corrosion and Scale Control	38
TI-3021-O	Corrosion and Scale Control	28
TI-3031	Corrosion and Scale Control	27.8
TI-3045	Corrosion and Scale Control	30
Citric Acid Solution [*OL]	Membrane Cleaner	N/A
Citric Acid Solution	pH Adjustment	250
Soda ash	pH Adjustment	100
Ammonium Sulfate, 40%	Disinfection and Oxidation	62.5
Sodium Bisulfite Liquid	Chlorine Removal, Misc.	18

Plant at: Thatcher Chemical of Florida, Inc., Palmetto, FL

Trade Dsg	Category	Max Use Level (mg/L)
Ferric Sulfate, 10 - 13% Iron	Coagulation and Flocculation	500
T-Floc B41 [*Al]	Coagulation and Flocculation	178
Aluminum Sulfate [*Al]	Flocculation	400

THATCHER CHEMICAL OF FLORIDA, INC.

P. O. Box 489, Deland, FL 32721-0489



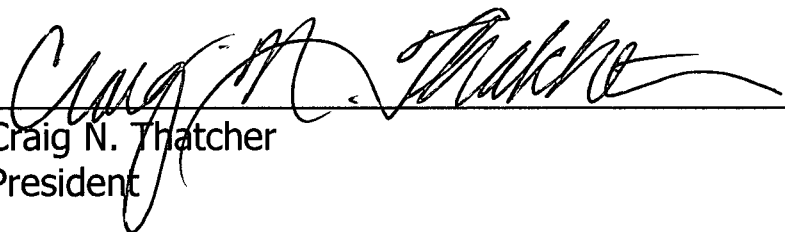
Phone (386) 490-1638

Fax (386) 490-1641

July 22, 2016

AFFIDAVIT OF COMPLIANCELiquid Aluminum Sulfate (City of Holly Hill, FL)

This affidavit certifies and warrants the liquid aluminum sulfate to be delivered to the City of Holly Hill, FL by Thatcher Chemical of Florida, Inc. fully complies with ANSI/AWWA B403-03 Standard.



Craig N. Thatcher
President

THATCHER CHEMICAL OF FLORIDA

P.O. Box 489, Deland, FL 32721-0489



Phone (386) 490 1638

Fax (386) 490-1641

PRODUCT SPECIFICATION**Alum (Aluminum Sulfate Solution)**

CAS NUMBER:	10043-01-3																		
CHEMICAL FORMULA:	$\text{Al}_2(\text{SO}_4)_3$																		
MOLECULAR WEIGHT:	342.14																		
PRODUCT DESCRIPTION:	Colorless solution free of suspended solids																		
MANUFACTURING LOCATION:	Deland, FL																		
CERTIFICATIONS:	Certified by UL to meet ANSI 60 Standard for Drinking Water Additives (UL ref.: MH 17003) Product meets AWWA B-403 Specifications																		
SPECIFICATIONS:	<table> <tr> <td>Clarity:</td><td>Clear with no visible matter present</td></tr> <tr> <td>Color:</td><td>APHA 20 (max)</td></tr> <tr> <td>Assay:</td><td>27.9% as $\text{Al}_2(\text{SO}_4)_3$ (8.3% as Al_2O_3)</td></tr> <tr> <td>Free Acidity (as H_2SO_4)</td><td>0.0% (max)</td></tr> <tr> <td>Free Alkalinity (as Al_2O_3):</td><td>0.20%</td></tr> <tr> <td>Specific Gravity (20C):</td><td>1.329-1.337</td></tr> <tr> <td>Iron (as Fe):</td><td>50 ppm (max)</td></tr> <tr> <td>Total Heavy Metals (as Pb):</td><td>100 ppm (max)</td></tr> <tr> <td>Total Halides (as Cl):</td><td>500 ppm (max)</td></tr> </table>	Clarity:	Clear with no visible matter present	Color:	APHA 20 (max)	Assay:	27.9% as $\text{Al}_2(\text{SO}_4)_3$ (8.3% as Al_2O_3)	Free Acidity (as H_2SO_4)	0.0% (max)	Free Alkalinity (as Al_2O_3):	0.20%	Specific Gravity (20C):	1.329-1.337	Iron (as Fe):	50 ppm (max)	Total Heavy Metals (as Pb):	100 ppm (max)	Total Halides (as Cl):	500 ppm (max)
Clarity:	Clear with no visible matter present																		
Color:	APHA 20 (max)																		
Assay:	27.9% as $\text{Al}_2(\text{SO}_4)_3$ (8.3% as Al_2O_3)																		
Free Acidity (as H_2SO_4)	0.0% (max)																		
Free Alkalinity (as Al_2O_3):	0.20%																		
Specific Gravity (20C):	1.329-1.337																		
Iron (as Fe):	50 ppm (max)																		
Total Heavy Metals (as Pb):	100 ppm (max)																		
Total Halides (as Cl):	500 ppm (max)																		

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

10/11/2011

SAFETY DATA SHEET

1. Identification

Product identifier	Aluminum Sulfate-Liquid
Other means of identification	
Product Number	0100851
Synonyms	Aluminium Sulfate Liquid (8.2-8.3% as Al_2O_3) * Aluminum Sulfate Liquid (27.5-28.9% as Al_2SO_4) * Aluminum Sulfate Liquid (47.8-48.4% as $Al_2SO_4 \cdot 14H_2O$)
Recommended use	Not available.
Recommended restrictions	None known.
Manufacturer/Importer/Supplier/Distributor information	
Manufacturer	
Company name	Thatcher Chemical of Florida, Inc.
Address	245 Hazen Road DeLand, FL 32720 United States
Telephone	(386) 490-1638
E-mail	Not available.
Emergency phone number	Not available.

2. Hazard(s) identification

Physical hazards	Not classified.	
Health hazards	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 2
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	Hazardous to the aquatic environment, acute hazard	Category 2
OSHA defined hazards	Not classified.	
Label elements		



Signal word	Danger
Hazard statement	Harmful if swallowed. Causes skin irritation. Causes serious eye damage. May cause respiratory irritation. Toxic to aquatic life.
Precautionary statement	
Prevention	Avoid breathing mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Use only outdoors or in a well-ventilated area. Avoid release to the environment. Wear protective gloves. Wear eye/face protection.
Response	If swallowed: Call a poison center/doctor if you feel unwell. If on skin: Wash with plenty of water. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Rinse mouth. If skin irritation occurs: Get medical advice/attention. Take off contaminated clothing and wash before reuse.
Storage	Store in a well-ventilated place. Keep container tightly closed. Store locked up.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	72.5% of the mixture consists of component(s) of unknown acute oral toxicity. 72.5% of the mixture consists of component(s) of unknown acute hazards to the aquatic environment.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Aluminum sulfate solution		10043-01-3	20 - < 30
Other components below reportable levels			70 - < 80

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. Call a POISON CENTER or doctor/physician if you feel unwell.
Skin contact	Remove contaminated clothing. Wash with plenty of soap and water. If skin irritation occurs: Get medical advice/attention. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention immediately.
Ingestion	Rinse mouth. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs. Get medical advice/attention if you feel unwell.
Most important symptoms/effects, acute and delayed	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Skin irritation. May cause redness and pain.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Not applicable.
Special protective equipment and precautions for firefighters	Wear suitable protective equipment.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Avoid breathing mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent product from entering drains. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.
Environmental precautions	Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid release to the environment. Prevent further leakage or spillage if safe to do so. Avoid discharge into drains, water courses or onto the ground. Inform appropriate managerial or supervisory personnel of all environmental releases.

7. Handling and storage

Precautions for safe handling

Provide adequate ventilation. Do not get this material in contact with eyes. Avoid breathing mist or vapor. Avoid contact with eyes, skin, and clothing. Avoid prolonged exposure. Do not taste or swallow. When using, do not eat, drink or smoke. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Avoid release to the environment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits

US. ACGIH Threshold Limit Values

Material	Type	Value	Form
Aluminium sulfate	TWA	1 mg/m3	Respirable fraction.
Components	Type	Value	Form

Aluminum sulfate solution (CAS 10043-01-3)	TWA	1 mg/m3	Respirable fraction.
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US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Aluminium sulfate	TWA	2 mg/m3
Components	Type	Value

Aluminum sulfate solution (CAS 10043-01-3)	TWA	2 mg/m3
--	-----	---------

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield.

Skin protection

Hand protection

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment. Chemical respirator with organic vapor cartridge.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	Liquid.
Physical state	Liquid.
Form	Liquid.
Color	Colorless to light yellow.
Odor	None.
Odor threshold	Not available.
pH	2.2
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.

Material name: Aluminum Sulfate-Liquid

0100851 Version #: 03 Revision date: 07-01-2016 Issue date: 12-22-2015

SDS US
3 / 9

Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Infinite
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	11.09 lb/gal estimated
Explosive properties	Not explosive.
Flammability	non-flammable
Oxidizing properties	Not oxidizing.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	None known.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact	Causes skin irritation.
Eye contact	Causes serious eye damage.
Ingestion	Harmful if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics	Severe eye irritation. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. May cause respiratory irritation. Skin irritation. May cause redness and pain.

Information on toxicological effects

Acute toxicity	In high concentrations, vapors are anesthetic and may cause headache, fatigue, dizziness and central nervous system effects. Harmful if swallowed. May cause respiratory irritation.
----------------	--

Product	Species	Test Results
Aluminium sulfate		
Acute		
Oral		
LD50	Guinea pig	490 mg/kg
	Mouse	> 730 mg/kg

Product	Species	Test Results
	Rat	1930 mg/kg
Components	Species	Test Results
Aluminum sulfate solution (CAS 10043-01-3)		
Acute		
Oral		
LD50	Guinea pig	490 mg/kg
	Mouse	> 730 mg/kg
	Rat	1930 mg/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Causes skin irritation.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization Not a respiratory sensitizer.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure May cause respiratory irritation.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Aluminum sulfate solution (CAS 10043-01-3)		
Aquatic		
Crustacea	EC50	Amphipod (<i>Crangonyx pseudogracilis</i>) 11.8 - 14 mg/l, 48 hours
Fish	LC50	Fathead minnow (<i>Pimephales promelas</i>) 3.4 - 5.6 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Do not allow this material to drain into sewers/water supplies. Do not contaminate ponds, waterways or ditches with chemical or used container. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT

UN number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, n.o.s. (ALUMINIUM SULFATE SOLUTION)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, T7, TP1, TP28
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

DOT BULK

BULK

UN number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, n.o.s. (ALUMINIUM SULFATE SOLUTION)
Transport hazard class(es)	
Class	8
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, T7, TP1, TP28
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN3264
UN proper shipping name	Corrosive liquid, acidic, inorganic, n.o.s.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN3264
UN proper shipping name	CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

- Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not established.
- DOT; DOT Bulk packaging type



IATA; IMDG



15. Regulatory information

US federal regulations

All components are on the U.S. EPA TSCA Inventory List.
This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Aluminum sulfate solution (CAS 10043-01-3) Listed.

SARA 304 Emergency release notification

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130)

Hazardous substance

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US - New Jersey RTK - Substances: Listed substance

Aluminum sulfate solution (CAS 10043-01-3)

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Aluminum sulfate solution (CAS 10043-01-3)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Aluminum sulfate solution (CAS 10043-01-3)

US. Pennsylvania Worker and Community Right-to-Know Law

Aluminum sulfate solution (CAS 10043-01-3)

US. Rhode Island RTK

Aluminum sulfate solution (CAS 10043-01-3)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-22-2015
Revision date 07-01-2016
Version # 03
NFPA ratings Health: 3
 Flammability: 0
 Instability: 0

NFPA ratings



Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

THATCHER CHEMICAL OF FLORIDA

P. O. Box 489, Deland, FL 32721-0489



Phone (386) 490-1638

Fax (386) 490-1641

PRODUCT SPECIFICATION**Ferric Sulfate (13% Fe), Water Treatment Grade**

CAS NUMBER: 100028-22-5
 CHEMICAL FORMULA: $\text{Fe}_2(\text{SO}_4)_3$
 MOLECULAR WEIGHT: 399.88
 PRODUCT DESCRIPTION: Reddish-brown liquid with no sediment
 MANUFACTURING LOCATION: Deland, FL

CERTIFICATIONS: Certified by UL to meet ANSI 60 Standard for Drinking Water Additives (UL ref.: MH 17003)
 Product meets AWWA B-406-87 Specifications

SPECIFICATIONS: Total Iron (%): 13
 Ferrous Iron (%): <0.1
 Free Acid (%): <0.25
 % Insolubles: <0.1

Trace Elements (all units are ppm):

Antimony: <1
 Arsenic: <1
 Barium: <6
 Beryllium: <1
 Cadmium: <0.5
 Chloride: <100
 Chromium: <5
 Copper: <5
 Cyanide: <1
 Fluoride: <60
 Lead: <1
 Manganese: <90
 Mercury: <0.2
 Molybdenum: <15
 Nickel: <40
 Selenium: <3
 Silver: <5
 Sodium: <1000
 Thallium: <10
 Titanium: <50
 Zinc: <10

Other Species (all units are ppm):

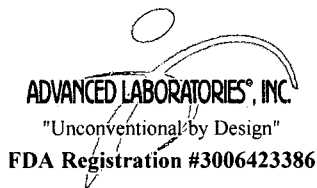
Total Nitrate and Nitrite (as N): <150
 Nitrates (as N): <150
 Nitrite (as N): <75
 TOC: <15

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

7/20/2010

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)



40 West Louise Ave., Salt Lake City, UT 84115
 Phone: (801) 485-1800 Fax: (801) 484-9211
 Email: utlab@advancedlabsinc.com

Test Certificate

Sample Description: Feric Sulfate, Tchem, FL
 Sample Lot Number: P-4044
 Sample Part Code: Lot 11-0681F
 Location:
 PO No: 11620
 Received Date: 9/29/11 17:03
 Completed Date: 10/3/2011
 Lab Comments:

Client Name: Vichien
 and Address: Thatcher Company

Lab No: 61498-01

Analysis	Result	Per Unit	Method
Chloride	16.9	ppm	SM 4500-B
Cyanide	<0.5	ppm	EPA 600/335.3
Fluorine	10.7	ppm	
Aluminum	144	ppm	ICP-OES
Antimony	<0.5	ppm	ICP-OES
Arsenic	<0.2	ppm	ICP-OES
Barium	0.64	ppm	ICP-OES
Beryllium	<0.5	ppm	ICP-OES
Bismuth	20.31	ppm	ICP-OES
Boron	13.88	ppm	ICP-OES
Calcium	71.22	ppm	ICP-OES
Cadmium	<0.05	ppm	ICP-OES
Chromium	<0.5	ppm	ICP-OES
Cobalt	9.42	ppm	ICP-OES
Copper	<0.5	ppm	ICP-OES
Iron	136,700	ppm	ICP-OES

THESE RESULTS APPLY ONLY TO THE SAMPLE SUBMITTED AND NOT TO THE PRODUCT FROM WHICH IT WAS TAKEN. THESE RESULTS ARE PROVIDED ONLY FOR THE BENEFIT OF CLIENT, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED SOLELY TO CLIENT IN ADVANCED LABORATORIES' TERMS OF SERVICE.

THIS CERTIFICATE SHALL NOT BE REPRODUCED EXCEPT IN FULL, WITHOUT WRITTEN APPROVAL FROM ADVANCED LABORATORIES.

Results Approved By:

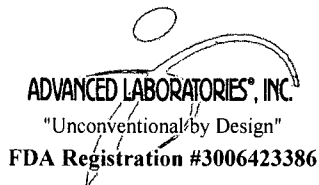
Shane Shupe-Technical Manager

Dated:

10/3/2011

Printed: 10/3/2011 4:53:34 PM

Page 1 of 2



40 West Louise Ave., Salt Lake City, UT 84115
 Phone: (801) 485-1800 Fax: (801) 484-9211
 Email: utlab@advancedlabsinc.com

Lanthanum	<0.5	ppm	ICP-OES
Lead	0.055	ppm	ICP-OES
Lithium	<0.5	ppm	ICP-OES
Magnesium	146	ppm	ICP-OES
Manganese	29.46	ppm	ICP-OES
Mercury	<0.05	ppm	ICP-OES
Molybdenum	<0.5	ppm	ICP-OES
Nickel	16.60	ppm	ICP-OES
Niobium	<0.5	ppm	ICP-OES
Phosphorus	<0.5	ppm	ICP-OES
Potassium	14.76	ppm	ICP-OES
Selenium	<0.5	ppm	ICP-OES
Silicon	<0.5	ppm	ICP-OES
Silver	<0.5	ppm	ICP-OES
Sodium	<0.5	ppm	ICP-OES
Strontium	0.78	ppm	ICP-OES
Sulfur	128,300	ppm	ICP-OES
Tellurium	<0.5	ppm	ICP-OES
Thallium	<0.5	ppm	ICP-OES
Thorium	1.44	ppm	ICP-OES
Tin	1.41	ppm	ICP-OES
Titanium	70.92	ppm	ICP-OES
Tungsten	<0.5	ppm	ICP-OES
Vanadium	212	ppm	ICP-OES
Yttrium	<0.5	ppm	ICP-OES
Zinc	<0.5	ppm	ICP-OES
Zirconium	<0.5	ppm	ICP-OES
Nitrite	<1.0	ppm	AOAC 973.50
Nitrate	5.5	ppm	AOAC 973.50
Total Organic Carbon	17.5	ppm	

THESE RESULTS APPLY ONLY TO THE SAMPLE SUBMITTED AND NOT TO THE PRODUCT FROM WHICH IT WAS TAKEN. THESE RESULTS ARE PROVIDED ONLY FOR THE BENEFIT OF CLIENT, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED SOLELY TO CLIENT IN ADVANCED LABORATORIES' TERMS OF SERVICE.

THIS CERTIFICATE SHALL NOT BE REPRODUCED EXCEPT IN FULL, WITHOUT WRITTEN APPROVAL FROM ADVANCED LABORATORIES.

Results Approved By:

Shane Shupe-Technical Manager

Dated: 10/3/2011

Printed: 10/3/2011 4:53:34 PM

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SAFETY DATA SHEET

1. Identification

Product identifier Ferric Sulfate 13% Iron

Other means of identification

Product Number 0601378

Recommended use This safety data sheet is written to provide health, safety and environmental information for people handling this formulated product in the workplace. It is not intended to provide information relevant to medicinal use of the product. In this instance patients should consult prescribing information/package insert/product label or consult their pharmacist or physician. For health and safety information for individual ingredients used during manufacturing, refer to the appropriate safety data sheet for each ingredient.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Thatcher Chemical of Florida, Inc.

Address 245 Hazen Road
DeLand, FL 32720
United States

Telephone (386) 490-1638

E-mail Not available.

Emergency phone number Not available.

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards

Skin corrosion/irritation	Category 1
Serious eye damage/eye irritation	Category 1
Carcinogenicity	Category 1A

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Causes severe skin burns and eye damage. Causes serious eye damage. Harmful if inhaled. May cause cancer.

Precautionary statement

Prevention Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Do not breathe dust/fume/gas/mist/vapors Do not breathe mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Wear protective gloves/protective clothing/eye protection/face protection.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.

Storage Store in a well-ventilated place. Keep cool. Store locked up.

Disposal Dispose of contents/container in accordance with local/regional/national/international regulations.

Hazard(s) not otherwise classified (HNOC) Breathing dust, powder, mist or vapor from this product could result in irritation of the eyes and respiratory tract and in permanent lung damage.

Supplemental information None.

Substance(s) formed under the condition of use None known.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
ferric sulfate		10028-22-5	60 - < 70
Sulfuric acid		Mixture	1 - < 3
Other components below reportable levels			30 - < 40

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Move to fresh air. If not breathing, give artificial respiration. If breathing is difficult, trained personnel should give oxygen. Call a physician if symptoms develop or persist.
Skin contact	Take off immediately all contaminated clothing. Wash off immediately with plenty of water. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Rinse thoroughly with plenty of water for at least 15 minutes and consult a physician. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth thoroughly. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Abdominal pain. Burning pain and severe corrosive skin damage. Nausea, vomiting. Diarrhea. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Toxic if swallowed
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim under observation. Symptoms may be delayed.
General information	In case of shortness of breath, give oxygen. IF exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible). Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Use fire-extinguishing media appropriate for surrounding materials.
Unsuitable extinguishing media	Water. Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	No unusual fire or explosion hazards noted.
Special protective equipment and precautions for firefighters	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA.
Fire fighting equipment/instructions	Firefighters must use standard protective equipment including flame retardant coat, helmet with face shield, gloves, rubber boots, and in enclosed spaces, SCBA. In case of fire: Stop leak if safe to do so.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted. Non-flammable

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
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Methods and materials for containment and cleaning up

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.

Avoid discharge into drains, water courses or onto the ground. Retain and dispose of contaminated wash water. Keep away from living quarters.

7. Handling and storage**Precautions for safe handling**

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Should be handled in closed systems, if possible. Wear appropriate personal protective equipment. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Keep tightly closed in a dry, cool and well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sulfuric acid	PEL	1 mg/m3

US. ACGIH Threshold Limit Values

Material	Type	Value
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Ferric Sulfate 13% Iron	TWA	1 mg/m3	
Components	Type	Value	Form

ferric sulfate (CAS 10028-22-5)	TWA	1 mg/m3	
Sulfuric acid	TWA	0.2 mg/m3	Thoracic fraction.

US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
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Ferric Sulfate 13% Iron	TWA	1 mg/m3
Components	Type	Value

ferric sulfate (CAS 10028-22-5)	TWA	1 mg/m3
Sulfuric acid	TWA	1 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Provide adequate ventilation. Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment**Eye/face protection**

Wear eye/face protection. Chemical respirator with organic vapor cartridge and full facepiece. Do not wear contact lenses. If splashes are likely to occur, wear: goggles and/or face shield, giving complete protection to eyes.

Skin protection**Hand protection**

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Avoid contact with the skin. Wear appropriate chemical resistant clothing. Wear eye/face protection. Use of an impervious apron is recommended. Wear protective gloves. Do not swallow this material - it is known to be toxic.

Respiratory protection

Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Chemical respirator with organic vapor cartridge and full facepiece.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Do not get in eyes. Avoid contact with skin. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Do not eat, drink or smoke when using the product.

9. Physical and chemical properties

Appearance	Liquid.
Physical state	Liquid.
Form	Liquid.
Color	Red-brown.
Odor	Odorless.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not Flammable
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	0.00001 hPa estimated
Vapor density	Not available - not tested
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	3.07 g/cm3 estimated
Explosive properties	Not explosive.
Molecular formula	Fe.3/2H2-O4-S
Molecular weight	399.88 g/mol
Oxidizing properties	Not oxidizing. None known.
Percent volatile	33.61 % estimated
Specific gravity	3.07 estimated
Thermal hazards	
Thermal stability	Not assigned.

10. Stability and reactivity

Reactivity	None known.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Contact with incompatible materials. None under normal conditions.

Incompatible materials Bases, alkalies (organic).
Hazardous decomposition products Sulfuric acid.

11. Toxicological information

Information on likely routes of exposure

Inhalation May cause irritation to the respiratory system. Prolonged inhalation may be harmful.
Skin contact Causes severe skin burns.
Eye contact Avoid contact with eyes. Causes serious eye damage.
Ingestion Causes digestive tract burns. Harmful if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics Abdominal pain. Burning pain and severe corrosive skin damage. Nausea, vomiting. Diarrhea. Causes serious eye damage. Irritating to eyes and respiratory system. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result.

Information on toxicological effects

Acute toxicity Toxic if swallowed. Causes burns.

Components	Species	Test Results
Sulfuric acid		
Acute		
Inhalation		
LC50	Guinea pig	0.018 mg/l, 8 Hours
	Rat	347 mg/l, 1 Hours
Oral		
LD50	Rat	2140 mg/kg

None known. * Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Corrosive to skin and eyes. Causes severe skin burns and eye damage.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization Not established.

Respiratory sensitization Not established.

Skin sensitization Causes skin burns.

Germ cell mutagenicity None known.

Carcinogenicity May cause cancer.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity Not classified.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Based on available data, the classification criteria are not met.

Aspiration hazard May be harmful if swallowed and enters airways.

Chronic effects Prolonged inhalation may be harmful.

Further information Toxic if swallowed.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
ferric sulfate (CAS 10028-22-5)		
Aquatic		
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 37.2 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	None known.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Review federal, state/provincial, and local government requirements prior to disposal. Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	D002: Waste Corrosive material [pH ≤2 or ≥12.5, or corrosive to steel] The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal. Dispose of product in accordance with all local, state and federal regulations

14. Transport information

DOT

UN number	UN1760
UN proper shipping name	Corrosive liquids, n.o.s.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, T7, TP1, TP28
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

DOT BULK

BULK

UN number	UN1760
UN proper shipping name	Corrosive liquids, n.o.s.
Transport hazard class(es)	
Class	8
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, T7, TP1, TP28
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN1760
UN proper shipping name	Corrosive liquid, n.o.s.
Transport hazard class(es)	
Class	8

Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.
IMDG	
UN number	UN1760
UN proper shipping name	CORROSIVE LIQUID, N.O.S.
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not established.
DOT; DOT Bulk packaging type	



IATA; IMDG



15. Regulatory information

US federal regulations	This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	
Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	
ferric sulfate (CAS 10028-22-5)	Listed.
SARA 304 Emergency release notification	
Not regulated.	
US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)	
Not listed.	

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
 Immediate Hazard - Yes
 Delayed Hazard - Yes
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Chemical name	CAS number	Reportable quantity	Threshold planning quantity	Threshold planning quantity, lower value	Threshold planning quantity, upper value
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Sulfuric acid	Mixture				
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SARA 311/312 Hazardous chemical	No				
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SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Water Act (CWA) Section 112(r) (40 CFR 68.130)	Hazardous substance
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Safe Drinking Water Act (SDWA)	Not regulated.
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Food and Drug Administration (FDA)	Total food additive Direct food additive GRAS food additive
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US state regulations**US - New Jersey RTK - Substances: Listed substance**

ferric sulfate (CAS 10028-22-5)

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

ferric sulfate (CAS 10028-22-5)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

ferric sulfate (CAS 10028-22-5)

US. Pennsylvania Worker and Community Right-to-Know Law

ferric sulfate (CAS 10028-22-5)

US. Rhode Island RTK

ferric sulfate (CAS 10028-22-5)

US. California Proposition 65

WARNING: This product contains a chemical known to the State of California to cause cancer.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes

Material name: Ferric Sulfate 13% Iron

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SDS US

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Country(s) or region	Inventory name	On inventory (yes/no)*
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

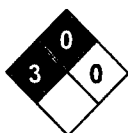
*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 09-17-2015
Revision date 12-22-2015
Version # 03
NFPA ratings Health: 3
Flammability: 0
Instability: 0

NFPA ratings



Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision Information

Product and Company Identification: Alternate Trade Names



THATCHER CHEMICAL OF FLORIDA, INC.
 245 HAZEN ROAD, DELAND, FL 32720-3967
 (386) 490-1638 PHONE
 (386) 490-1641 FAX

PRODUCT SPECIFICATION

SODIUM BISULFITE 38%

CAS NUMBER: 7631-90-5
 CHEMICAL FORMULA: NaHSO_3

PRODUCT DESCRIPTION: Clear, colorless to pale yellow solution with a slight odor of sulfur dioxide

SPECIFICATIONS:	Assay (% NaHSO_3)	37.95-38.95%
	pH:	5.0-5.4
	Sulfate (% as Na_2SO_4):	1.5 max.
	Specific Gravity (15C):	1.35-1.37 Typ.
	Iron (ppm):	5 max.
	Arsenic (ppm):	0.1 max. Typ.
	Cadmium (ppm):	0.01 max. Typ.
	Chromium (ppm):	0.5 max. Typ.
	Copper (ppm):	1 max Typ.
	Lead (ppm):	0.01 max Typ.
	Mercury (ppm):	0.001 max Typ.
	Nickel (ppm):	0.5 max Typ.
	Silver (ppm):	0.5 max Typ.
	Zinc (ppm):	1 max Typ.

CERTIFICATIONS:



SODIUM BISULFITE
ANSI/NSF 60
<35Y2>
MUL: 18 mg/L

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

7/22/2016

SAFETY DATA SHEET

1. Identification

Product identifier Sodium Bisulfite 38%

Other means of identification

Product Number 1902380

Recommended use This safety data sheet is written to provide health, safety and environmental information for people handling this formulated product in the workplace. It is not intended to provide information relevant to medicinal use of the product. In this instance patients should consult prescribing information/package insert/product label or consult their pharmacist or physician. For health and safety information for individual ingredients used during manufacturing, refer to the appropriate safety data sheet for each ingredient.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Thatcher Chemical of Florida, Inc.

Address 245 Hazen Road
DeLand, FL 32720
United States

Telephone (386) 490-1638

E-mail Not available.

Emergency phone number Not available.

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards	Acute toxicity, oral	Category 4
	Skin corrosion/irritation	Category 1C
	Serious eye damage/eye irritation	Category 1
	Sensitization, respiratory	Category 1
	Sensitization, skin	Category 1

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements



Signal word Danger

Hazard statement Harmful if swallowed. Causes severe skin burns and eye damage. May cause an allergic skin reaction. Causes serious eye damage. May cause allergy or asthma symptoms or breathing difficulties if inhaled.

Precautionary statement

Prevention Do not breathe mist or vapor. Wash thoroughly after handling. Do not eat, drink or smoke when using this product. Contaminated work clothing must not be allowed out of the workplace. Wear protective gloves/protective clothing/eye protection/face protection. In case of inadequate ventilation wear respiratory protection.

Response If swallowed: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. If skin irritation or rash occurs: Get medical advice/attention. Wash contaminated clothing before reuse.

Storage Store locked up.

Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	None known.
Supplemental information	62% of the mixture consists of component(s) of unknown acute oral toxicity.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Bisulfite, solution		7631-90-5	38
Other components below reportable levels			62

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Oxygen or artificial respiration if needed. Do not use mouth-to-mouth method if victim inhaled the substance. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If experiencing respiratory symptoms: Call a POISON CENTER or doctor/physician.
Skin contact	Remove contaminated clothing immediately and wash skin with soap and water. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse.
Eye contact	Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Difficulty in breathing.
Indication of immediate medical attention and special treatment needed	Provide general supportive measures and treat symptomatically. Chemical burns: Flush with water immediately. While flushing, remove clothes which do not adhere to affected area. Call an ambulance. Continue flushing during transport to hospital. Keep victim warm. Keep victim under observation. Symptoms may be delayed.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before reuse.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Not applicable.
Special protective equipment and precautions for firefighters	Wear suitable protective equipment.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ensure adequate ventilation. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
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Methods and materials for containment and cleaning up

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Environmental precautions

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage**Precautions for safe handling**

Provide adequate ventilation. Do not breathe mist or vapor. Do not get in eyes, on skin, or on clothing. Avoid prolonged exposure. Do not taste or swallow. When using, do not eat, drink or smoke. Wear appropriate personal protective equipment. Wash hands thoroughly after handling. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits****US. ACGIH Threshold Limit Values**

Material	Type	Value
Sodium Bisulfite	TWA	5 mg/m3
Components	Type	Value

Sodium Bisulfite, solution (CAS 7631-90-5)	TWA	5 mg/m3
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US. NIOSH: Pocket Guide to Chemical Hazards

Material	Type	Value
Sodium Bisulfite	TWA	5 mg/m3
Components	Type	Value

Sodium Bisulfite, solution (CAS 7631-90-5)	TWA	5 mg/m3
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Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. General ventilation normally adequate. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Wear safety glasses with side shields (or goggles) and a face shield. Face shield is recommended.

Skin protection**Hand protection**

Wear appropriate chemical resistant gloves. Suitable gloves can be recommended by the glove supplier.

Other

Wear appropriate chemical resistant clothing. Use of an impervious apron is recommended.

Respiratory protection

Wear positive pressure self-contained breathing apparatus (SCBA).

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Keep away from food and drink. Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Contaminated work clothing should not be allowed out of the workplace.

9. Physical and chemical properties**Appearance**

Clear to Slightly Yellow

Physical state

Liquid.

Form

Liquid.

Color

Not available.

Odor	Not available.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	11.25 lb/gal estimated estimated
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Hazardous polymerization does not occur.
Conditions to avoid	Do not mix with other chemicals. Contact with incompatible materials.
Incompatible materials	Do not mix with other chemicals. Avoid contact with acids. Avoid contact with acids and oxidizing substances.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	May cause irritation to the respiratory system. May cause allergy or asthma symptoms or breathing difficulties if inhaled. Prolonged inhalation may be harmful.
Skin contact	Causes severe skin burns. May cause an allergic skin reaction.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Harmful if swallowed.
Symptoms related to the physical, chemical and toxicological characteristics	Burning pain and severe corrosive skin damage. Causes serious eye damage. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Permanent eye damage including blindness could result. Difficulty in breathing.

Information on toxicological effects

Material name: Sodium Bisulfite 38%
 1902380 Version #: 01 Issue date: 04-25-2016

SDS US
 4 / 8

Acute toxicity Harmful if swallowed. May cause an allergic skin reaction.

Product	Species	Test Results
---------	---------	--------------

Sodium Bisulfite		
------------------	--	--

Acute

Oral

LD50

Rat

2 g/kg

Components	Species	Test Results
------------	---------	--------------

Sodium Bisulfite, solution (CAS 7631-90-5)		
--	--	--

Acute

Oral

LD50

Rat

2 g/kg

* Estimates for product may be based on additional component data not shown.

Skin corrosion/irritation Causes severe skin burns and eye damage.

Serious eye damage/eye irritation Causes serious eye damage.

Respiratory or skin sensitization

Respiratory sensitization May cause allergy or asthma symptoms or breathing difficulties if inhaled.

Skin sensitization May cause an allergic skin reaction.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Bisulfite, solution (CAS 7631-90-5) 3 Not classifiable as to carcinogenicity to humans.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Not an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
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Sodium Bisulfite, solution (CAS 7631-90-5)		
--	--	--

Aquatic

Fish

LC50

Western mosquitofish (Gambusia affinis) 240 mg/l, 96 hours

* Estimates for product may be based on additional component data not shown.

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil No data available.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Material name: Sodium Bisulfite 38%

1902380 Version #: 01 Issue date: 04-25-2016

SDS US

5 / 8

Waste from residues / unused products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging

Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information**DOT**

UN number	UN2693
UN proper shipping name	Bisulfites, aqueous solutions, n.o.s. (Sodium Bisulfite, solution RQ = 13158 LBS)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, T7, TP1, TP28
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

DOT BULK**BULK**

UN number	UN2693
UN proper shipping name	Bisulfites, aqueous solutions, n.o.s. (Sodium Bisulfite, solution RQ = 13158 LBS)
Transport hazard class(es)	
Class	8
Label(s)	8
Packing group	III
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, T7, TP1, TP28
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

IATA

UN number	UN2693
UN proper shipping name	Bisulphites, aqueous solution, n.o.s. (Sodium Bisulfite, solution)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	No.
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number	UN2693
UN proper shipping name	BISULPHITES, AQUEOUS SOLUTION, N.O.S. (Sodium Bisulfite, solution)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	
Marine pollutant	No.
EmS	F-A, S-B
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.

- Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not established.
- DOT; DOT Bulk packaging type



IATA; IMDG



15. Regulatory information

US federal regulations

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium Bisulfite, solution (CAS 7631-90-5) Listed.

SARA 304 Emergency release notification

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical

No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Water Act (CWA)

Hazardous substance

Section 112(r) (40 CFR 68.130)

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US - New Jersey RTK - Substances: Listed substance

Sodium Bisulfite, solution (CAS 7631-90-5)

US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)

Not listed.

US. Massachusetts RTK - Substance List

Sodium Bisulfite, solution (CAS 7631-90-5)

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Sodium Bisulfite, solution (CAS 7631-90-5)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium Bisulfite, solution (CAS 7631-90-5)

US. Rhode Island RTK

Sodium Bisulfite, solution (CAS 7631-90-5)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 04-25-2016
Version # 01
NFPA ratings Health: 3
 Flammability: 0
 Instability: 0

NFPA ratings



Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.



THATCHER CHEMICAL OF FLORDIA, INC.
245 HAZEN ROAD
DELAND, FL 32721-0489
(386) 490-1638 PHONE
(386) 490-1641 FAX

PRODUCT SPECIFICATION

AMMONIUM SULFATE 40%

CAS NUMBER: 7783-20-0

CHEMICAL FORMULA: $(\text{NH}_4)_2\text{SO}_4$

PRODUCT DESCRIPTION: Clear, uniform solution

SPECIFICATIONS:	Assay $(\text{NH}_4)_2\text{SO}_4$:	39-41
	Density (g/ml, 20C):	1.228-1.232

CERTIFICATIONS:



AMMONIUM SULFATE
ANSI/NSF 60
<35Y2>
MUL: 62.5 mg/L

WARRANTY

This information is, to the best of our knowledge, accurate, but may not be complete. Thatcher Company furnishes this information in good faith, but without warranty, representation or guarantee of its accuracy, completeness or reliability.

7/22/2016

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

SAFETY DATA SHEET

1. Identification

Product identifier Ammonium Sulfate 40% Solution

Other means of identification

Product Number 0101310

Recommended use Not available.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Thatcher Chemical of Florida, Inc.

Address 245 Hazen Road
DeLand, FL 32720
United States

Telephone (386) 490-1638

E-mail Not available.

Emergency phone number Not available.

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Not available.

Response Not available.

Storage Not available.

Disposal Not available.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information None.

3. Composition/information on ingredients

Mixtures

The manufacturer lists no ingredients as hazardous according to OSHA 29 CFR 1910.1200.

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation Call a physician if symptoms develop or persist.

Skin contact Get medical attention if irritation develops and persists.

Eye contact Get medical attention if irritation develops and persists.

Ingestion Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed None known.

Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	Not applicable.
Special protective equipment and precautions for firefighters	Wear suitable protective equipment.
Fire fighting equipment/instructions	Move containers from fire area if you can do so without risk.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	No unusual fire or explosion hazards noted.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	General ventilation normally adequate.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Not normally needed.
Skin protection	
Hand protection	Not normally needed.
Other	Not normally needed.
Respiratory protection	No personal respiratory protective equipment normally required.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	
Physical state	Liquid.
Form	Liquid.

Color	Not available.
Odor	Not available.
Odor threshold	Not available.
pH	5.5 0.1 molar aqueous solution
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	10.26 lb/gal estimated at 50 °C
Explosive properties	Not explosive.
Oxidizing properties	Not oxidizing.

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	None known.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Health injuries are not known or expected under normal use.
Skin contact	Health injuries are not known or expected under normal use.
Eye contact	Health injuries are not known or expected under normal use.
Ingestion	Health injuries are not known or expected under normal use.

Symptoms related to the physical, chemical and toxicological characteristics

None known.

Information on toxicological effects

Acute toxicity	Not available.
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Skin corrosion/irritation	Health injuries are not known or expected under normal use.
Serious eye damage/eye irritation	Health injuries are not known or expected under normal use.
Respiratory or skin sensitization	
Respiratory sensitization	Not a respiratory sensitizer.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not an aspiration hazard.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Since emptied containers may retain product residue, follow label warnings even after container is emptied. Empty containers should be taken to an approved waste handling site for recycling or disposal.

14. Transport information

DOT	Not regulated as dangerous goods.
IATA	Not regulated as dangerous goods.
IMDG	Not regulated as dangerous goods.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code	Not established.

15. Regulatory information

US federal regulations	This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)	
Not regulated.	
CERCLA Hazardous Substance List (40 CFR 302.4)	
Not listed.	

SARA 304 Emergency release notification

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories	Immediate Hazard - No
	Delayed Hazard - No
	Fire Hazard - No
	Pressure Hazard - No
	Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical	No
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SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA)	Not regulated.
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Food and Drug Administration (FDA)	Total food additive
	Direct food additive
	GRAS food additive

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

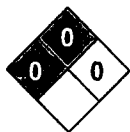
16. Other information, including date of preparation or last revision

Issue date 07-22-2016

Version # 01

NFPA ratings Health: 0
Flammability: 0
Instability: 0

NFPA ratings



Disclaimer

Thatcher Company cannot anticipate all conditions under which this information and its product, or the products of other manufacturers in combination with its product, may be used. It is the user's responsibility to ensure safe conditions for handling, storage and disposal of the product, and to assume liability for loss, injury, damage or expense due to improper use. The information in the sheet was written based on the best knowledge and experience currently available.

Revision Information

Product and Company Identification: Alternate Trade Names

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)


THATCHER CHEMICAL OF FLORIDA, INC.

2425 Hazen Road, Deland, FL 32732-0489

(386) 490-1638 PHONE

(386) 490-1641 FAX

CERTIFICATE OF COMPLIANCE
T-FLOC B135

This certificate is to certify that the listed shipment of T-Floc B135 complies with the following specification.

Date: 7/22/2015

Lot Number: 15-08057

Customer:

Bill of Lading:

Property	Specification
Turbidity (NTU)	50 max
Assay (as % Aluminum)	12-12.5
Assay (as % Chloride)	8-9.5
Basicity (%)	80-85
Specific Gravity	1.3-1.35
Polyaluminum Chloride (%)	Report
Al ₂ O ₃ (%)	Report
pH (30% w/w in water)	3.4-4.4

CERTIFICATIONS:

Product meets AWWA B-408-10 Specifications


 T-FLOC B135
 ANSI/NSF 60
 <35Y2>

MUL = 150 mg/L

Authorized Signature:

Thatcher Company

**THATCHER CHEMICAL OF FLORIDA, INC.**

2425 Hazen Road, Deland, FL 32732-0489

(386) 490-1638 PHONE

(386) 490-1641 FAX

CERTIFIED ANALYSIS**T-FLOC B135**

This certificate is to certify that the listed shipment of T-Floc B135 was assayed with the following results:

Date: 7/22/2015

Lot Number: 15-08057

Customer:

Bill of Lading:

Property	Specification	Result
Turbidity (NTU)	50 max	16.94
Assay (as % Aluminum)	12-12.5	12.4
Assay (as % Chloride)	8-9.5	8.9
Basicity (%)	80-85	82
Specific Gravity	1.3-1.35	1.35
Polyaluminum Chloride (%)	Report	40.1
Al ₂ O ₃ (%)	Report	23.4
pH (30% w/w in water)	3.4-4.4	4.2

Authorized Signature:

Thatcher Company

SAFETY DATA SHEET

1. Identification

Product identifier T-Floc B-135

Other means of identification

Product Number 2810039

Recommended use Not available.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Thatcher Chemical of Florida, Inc.

Address 245 Hazen Road
DeLand, FL 32720
United States

Telephone (386) 490-1638

E-mail Not available.

Emergency phone number Not available.

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

Environmental hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None known.

Supplemental information Not applicable.

3. Composition/information on ingredients

Mixtures

The manufacturer lists no ingredients as hazardous according to OSHA 29 CFR 1910.1200.

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation Move to fresh air. Call a physician if symptoms develop or persist.

Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye contact Rinse with water. Get medical attention if irritation develops and persists.

Ingestion Rinse mouth. Get medical attention if symptoms occur.

Most important symptoms/effects, acute and delayed Direct contact with eyes may cause temporary irritation.

Indication of immediate medical attention and special treatment needed

Treat symptomatically.

General information

Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures**Suitable extinguishing media**Water fog. Foam. Dry chemical powder. Carbon dioxide (CO₂).**Unsuitable extinguishing media**

Do not use water jet as an extinguisher, as this will spread the fire.

Specific hazards arising from the chemical

During fire, gases hazardous to health may be formed.

Special protective equipment and precautions for firefighters

Self-contained breathing apparatus and full protective clothing must be worn in case of fire.

Fire fighting equipment/instructions

Move containers from fire area if you can do so without risk.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

No unusual fire or explosion hazards noted.

6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Large Spills: Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Cover with plastic sheet to prevent spreading. Absorb in vermiculite, dry sand or earth and place into containers. Prevent entry into waterways, sewer, basements or confined areas. Following product recovery, flush area with water.

Small Spills: Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination.

Never return spills to original containers for re-use. For waste disposal, see section 13 of the SDS. Avoid discharge into drains, water courses or onto the ground.

Environmental precautions**7. Handling and storage****Precautions for safe handling**

Avoid prolonged exposure. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials (see Section 10 of the SDS).

8. Exposure controls/personal protection**Occupational exposure limits**

No exposure limits noted for ingredient(s).

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level.

Individual protection measures, such as personal protective equipment**Eye/face protection**

If contact is likely, safety glasses with side shields are recommended.

Skin protection**Hand protection**

For prolonged or repeated skin contact use suitable protective gloves.

Other

Wear suitable protective clothing.

Respiratory protection

In case of insufficient ventilation, wear suitable respiratory equipment.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties**Appearance**

Material name: T-Floc B-135

2810039 Version #: 01 Issue date: 07-22-2016

SDS US

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Physical state	Liquid.
Form	Liquid.
Color	Not available.
Odor	Not available.
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	Not available.
Initial boiling point and boiling range	Not available.
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	Not available.
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Not available.
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	11.18 lb/gal estimated

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials.
Incompatible materials	Strong oxidizing agents.
Hazardous decomposition products	No hazardous decomposition products are known.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful.
Skin contact	No adverse effects due to skin contact are expected.
Eye contact	Direct contact with eyes may cause temporary irritation.
Ingestion	Expected to be a low ingestion hazard.

Symptoms related to the physical, chemical and toxicological characteristics	Direct contact with eyes may cause temporary irritation.
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Information on toxicological effects

Acute toxicity	Not available.
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Material name: T-Floc B-135

2810039 Version #: 01 Issue date: 07-22-2016

SDS US

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Skin corrosion/irritation	Prolonged skin contact may cause temporary irritation.
Serious eye damage/eye irritation	Direct contact with eyes may cause temporary irritation.
Respiratory or skin sensitization	
Respiratory sensitization	Not available.
Skin sensitization	This product is not expected to cause skin sensitization.
Germ cell mutagenicity	No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.
Specific target organ toxicity - single exposure	Not classified.
Specific target organ toxicity - repeated exposure	Not classified.
Aspiration hazard	Not available.
Chronic effects	Prolonged inhalation may be harmful.

12. Ecological information

Ecotoxicity	The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.
Persistence and degradability	No data is available on the degradability of this product.
Bioaccumulative potential	No data available.
Mobility in soil	No data available.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT
Not regulated as dangerous goods.

IATA
Not regulated as dangerous goods.

IMDG
Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

15. Regulatory information

US federal regulations All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

SARA 304 Emergency release notification

Not regulated.

US. OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - No
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

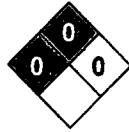
16. Other information, including date of preparation or last revision

Issue date 07-22-2016

Version # 01

NFPA ratings Health: 0
Flammability: 0
Instability: 0

NFPA ratings



Disclaimer

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

Revision Information

Product and Company Identification: Alternate Trade Names

ADDENDUM NO. 5

ITB-U-16-14

Co-OP Annual Supply of Chemicals for Water and Wastewater

ISSUE DATE: July 25, 2016
 DUE DATE: July 27, 2016, 2PM
 SUBJECT: Question & Answers

INTENT: This addendum is issued prior to the date bids are due in order to incorporate the following clarifications, additions, omissions, deletions, or changes into the Contract Documents.

Except as hereinafter specified, the work shall be in accordance with the drawings and specifications.

Bidders are to use the changed quantities of the items listed in this addendum in their proposals, and it shall become a part of the Contract Documents when construction is executed.

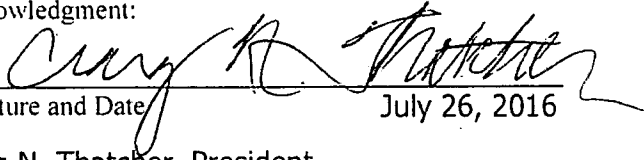
Bidders are reminded that this addendum must be noted on the "Official City Acknowledgment Form" when they submit their proposal. A signed copy of the addendum must also be included with the bid submittal.

1. **Question:** Might it be possible to get the incumbent supplier and pricing for Caustic Soda 25% used at the city of St. Augustine? **Answer:** CAUSTIC SODA IS BEING PURCHASED FORM BRENNTAG CHEMICALS.
2. **Question:** Might you be able to confirm annual usage and typically order quantity for Caustic Soda 25% used at the city of St. Augustine? The specification has a few inconsistencies. **Answer:** ORDER EVERY THREE MONTHS. ANNUALLY WE RECEIVE FOUR FULL TRUCKLOADS. EACH LOAD IS 5,000 GALLONS.
3. **Question:** Would it be possible to get additional specification info for the Antiscalant requested for the city of St. Augustine (pH, specific gravity, etc.)? Also, the specification states the product must be "either Rayon or Membrane grade" and "Caustic will be delivered as (price per gallon)." I assume this is a typo but would like to confirm. **Answer:** ANTISCALANT DATA IS, SPECIFIC GRAVITY : 1.03-1.07 G/ML , PH OF SOLUTION : 2.5-4.0 , PERCENT VOLATILE:30-40%.
4. **Question:** Might it be possible to get the min PO4 requirement for the orthophosphate for the city of St. Augustine? **Answer:** THE ANNUAL ORDER IS FOUR, 275 GALLON TOTES.
5. **Question:** In reviewing the specification for orthophosphate at St. Augustine, it was stated the material is a 20/50 poly/ortho blend. This ratio should add up to 100%, not 70%. Might you be able to clarify? Without additional clarification, it will be impossible to determine our equivalent short of onsite testing. **Answer:** THE SPECIFICATION ON THE LABEL IS 20% ORTHOPHOSPHATE AND 50% POLY.

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

6. **Question:** As per the directions from the published addendum, Praxiar has listed its exceptions to the terms & conditions contained in City of Oviedo's sample contract. **Answer:** The City of Oviedo will not agree to any modifications or revisions to the Goods and Services Agreement.

Acknowledgment:


Signature and Date July 26, 2016

Craig N. Thatcher, President
Printed Name and Title

THATCHER CHEMICAL OF FLORIDA, INC.
Company Name

END OF ADDENDUM NO. 5

Attachment: THATCHER CHEMICAL OF FLORIDA INC (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)



Project Manual

ITB-PW-U-16-14

Co-Op Annual Supply of Chemicals for Water and Wastewater

Due Date/Time: July 27, 2016 at 2:00pm

Please be advised that if you download the following Invitation To Bid we ask that you complete the online Plan Holders form.

Vendors are responsible for determining whether any addenda have been issued. All addenda will be posted on the City's website: palmcoastgov.com/government/purchasing.

The acknowledgement page of all addenda must be submitted with the bid. Please see the **“Required Submittals Packet”**, which is posted on the City's website under this solicitation, for instructions.

Confidential Materials: Any materials that qualify as “trade secrets” shall be segregated and clearly labeled in order not to be considered Public Record.

If you have any questions, please contact Brian Rothwell or David Klages at 386-986-3730.

City of Palm Coast
Purchasing & Contracts Management Division
160 Lake Avenue, Suite 221, Palm Coast, FL 32164
palmcoastgov.com/government/purchasing



Submit Bid To: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164	INVITATION TO BID and Bidder Acknowledgment
Contact: Brian Rothwell Purchasing Manager 386-986-3731 – Phone 386-986-3724 – Fax brothwell@palmcoastgov.com	ITB-PW-U-16-14 Co-Op Annual Supply of Chemicals for Water and Wastewater
Pre-Bid Date: N/A Pre-Bid Time: N/A Bid Due Date: July 27, 2016 Bid Due Time: 2:00pm	Location of Public Opening: City of Palm Coast Purchasing & Contracts Management Division 160 Lake Avenue, Suite 221 Palm Coast, FL 32164
Bidder's Name:	Federal Employer ID Number or SS Number:
Business Address: City: State: Zip:	If returning as "No Submittal", please return only this page and state why:
Type of Entity: (Circle one) Corporation Partnership LLC Proprietorship Joint Venture Other	Name (printed): Title: Date:
Incorporated in the State of: Telephone Number: Toll Free Telephone Number: Fax Number: E-mail:	X _____ Authorized Signature

The Applicant is expected to completely analyze the information contained in this Invitation to Bid as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Section 1 – General Description of Services

Section 1 – General Description of Services

SCOPE:

This is a cooperative bid issued by the City of Palm Coast, on behalf of the governmental entities heretofore listed, for the purchase of their respective estimated annual requirements of chemicals used for the purpose water and wastewater treatment.

The subsequent contract(s) shall be construed to be in accordance with, and governed by, the laws of the State of Florida.

Each local governmental entity will execute its own contract with the bidder in accordance with its purchasing policies and procedures.

The initial period of this contract shall commence on **October 1, 2016** and continue through **September 30, 2017**.

The governmental entities will consider as an important factor in the award, in addition to price, a demonstrated history of reliable and dependable service to similar users or demonstration of a long history of reliability and dependability for users with critical municipal needs similar to the governmental entities’.

SPECIFICATIONS:

See attachments for all specifications. If a product specification is not provided for an individual entity, the specification for the City of Palm Coast is to be used. Each governmental entity has listed on the attached specifications an estimated amount of its usage. **The estimated amounts of usage to do guarantee the quantities that will be purchased as a result of this bid.**

DELIVERIES:

The governmental entities shall be responsible for notifying the successful vendor when delivery is required. **Delivery shall be made to the specified location within forty-eight (48) hours of notification unless otherwise specified or liquidated damages may be accessed.**

The governmental entities shall require an authorized person at the delivery location to sign the loading ticket. A copy of the chemical analysis will be available for inspection before acceptance of the delivery. The invoice will be mailed to the governmental entity with a copy of the loading ticket attached and referencing that entity’s purchase order number or contract number, or as otherwise specified by that particular governmental entity.

The City of Palm Coast reserves the right to reject any and all bids, to waive any and all non-substantial irregularity in bids received whenever such rejection is in the best interest of the City, or for reasons of establishing uniformity, to award the contract to a bidder(s) other than the low bidder.

CITY OF EDGEWATER
CITY OF FLAGLER BEACH
CITY OF HOLLY HILL
CITY OF OVIEDO
CITY OF PALM COAST
CITY OF ST. AUGUSTINE

The City of Palm Coast, as the lead agency, cannot and will not be held responsible for the quantities and usage factors from any other governmental entity which may be listed.

The governmental entities listed in this bid reserve the right to waive any informalities in bids received. Any bidder taking exception to any of the terms and conditions included in this Invitation to Bid may be considered, but preference may be given to those who do not take any such exceptions.

The award will be made by the respective governmental entities to the lowest responsive and responsible bidder, which shall be determined in accordance with applicable rules and regulations governing purchases or contracts, adopted and established by the governmental entities participating in the bid and the State of Florida.

In case of default of the successful bidder, failure to deliver the product in the manner as, and/or by the time specified, the governmental entities, herein listed, after due notice, may procure the product from other sources and hold the successful vendor responsible for all damages, including without limitation any excess cost occasioned thereby.

By bidding in response to the Invitation to Bid and signing the anti-collusion statement form enclosed, the vendor represents that, should the bid be accepted, the resulting contract(s) would not violate any provisions of federal law or regulations, or any ordinances or regulations, established by the participating governmental entities. The bidder warrants as an integral and essential part of his/her bid: a) that he/she has not participated in, nor is he/she obligated or bound by any agreement, arrangement or other understanding with any person, firm or corporation with respect to the allocation of the business afforded by or resulting from the acceptance of his/her bid; b) that his/her bid is, or is intended to be, competitive and free from any collusion with any person, firm or corporation; and c) that he/she is not a party to, nor has participated in, nor is he/she obligated or otherwise bound by any agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract(s) resulting from the acceptance is to be performed.

All bids submitted shall include in price the cost of any business or professional licenses, permits or fees required by any governmental entity participating in this Invitation to Bid.

All bids submitted shall be a delivered price. The price of each and all products shall remain fixed for the term of the contract and **shall not be subject to any price escalation or fuel surcharges** at any time during the contract period.

All bids must be signed in order to be considered. If the bidder is a firm or corporation, the bidder must show the title of the individual executing the bid, and if the individual is not an officer of the firm or corporation, the bidder must submit proof that the individual has the authority to bind the firm or corporation at the time of execution.

By submission of a bid, the bidder certifies that the merchandise to be furnished will not infringe any valid patent or trademark and the successful bidder shall, at his/her own expense, defend any and all actions or suits charging such infringement and hold the participating governmental entities harmless in case of any infringements.

The outermost envelope containing the bid should be sealed and marked with the bidder's name, phone number, and bid name and number. Failure to do so may cause the bid not to be considered.

All bids shall be exclusive of federal taxes; however, if the bidder believes that certain other taxes are properly payable by the participating governmental entities, he/she may list such taxes separately in each case directly below the respective item bid price. Tax exemption certificates will be furnished upon request.

If unable to bid, please sign and return the form by return mail advising reason for not submitting bid.

During the performance of the contract(s), the Vendor agrees as follows:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to normal operation of the Vendor. The Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. The Vendor in all solicitations or advertisements for employees, placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Unless otherwise noted under the Special Conditions by the different entities, the contract(s) for these services shall be for a one-year time period.

The draft Price Agreement attached to the ITB is for the City of Palm Coast only. Each entity will have its own price agreement which will have to be signed.

CITY OF EDGEWATER

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

CITY OF EDGEWATER**AMMONIUM SULFATE****QUANTITY: 7000 GALLONS MORE OR LESS****General Description of Services**

The City of Edgewater is seeking a firm price per gallon (delivered) for the purchase of ammonium sulfate solution to be used at the City of Edgewater Water Treatment Plant located at 3315 State Road 442, Edgewater, FL 32132 & Southeast Booster Station located at 3930 S. US. Highway 1. Edgewater, FL. 32141.

- Acceptable Standard: The ammonium Sulfate shall comply with the requirements of ANSI/NSF Standard 60 Certification. It shall be non-toxic, non-volatile, odor free and must have a stable strength indefinitely.
- Acceptable Standard: The ammonium sulfate shall have a clear, pale yellow appearance and in liquid form. It must be a non-hazardous substance and the bidder is responsible for providing a product specification sheet or certificate of analysis, and a material safety data sheet with the bid form.
- Acceptable Standard: This product shall contain no impurities or substance that would be deleterious to those consuming any water that is treated in accordance with the practices of the water utility industry. The ammonium sulfate provided shall be in accordance with the following general list of properties:

% (NH₄)₂SO₄ 40% % NH₃ 10.3% % N 8.5 % Specific Gravity 1.20 – 1.23 pH 4.0 –7.0

- Total anticipated Annual Volume (not guaranteed) is 7000 gallons.
- The bidder must supply one 850 gallon tank and containment tub at the Water Plant and one 55 gallon tank at the Booster Station.
- The successful bidder will provide a representative to visit the plant once per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- A qualified technician must be available within 24 hours' notice for troubleshooting should there be any problems with the Chemical Feed system.
- Deliveries will be between the business hours of 8:00 AM and 4:00 PM Monday through Friday with exception of holidays.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

Contractor shall make “normal” deliveries within 3-5 days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Ammonium sulfate in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Ammonium Sulfate. The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Ammonium Sulfate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser’s intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Ammonium Sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser’s unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill. Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by Purchaser during the delivery. Failure to show proper license to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

Delivery shall be made to:

The City of Edgewater’s Southeast Booster Station
3930 S. US. Highway 1, Edgewater, FL. 32141.

Anticipated Annual Volume (not guaranteed) is 1000 gallons.

The City of Edgewater’s Water Treatment Plant
3315 State Road 442 Edgewater, FL. 32132

Anticipated Annual Volume (not guaranteed) is 6000 gallons.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder’s quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER

CORROSION INHIBITOR

QUANTITY: APPROXIMATELY 1000 – 3000 Gallons

General Description of Services

Corrosion Inhibitor shall be supplied for use at the City of Edgewater Water Treatment Plant, 3315 State Road 442, Edgewater, FL 32141. The Corrosion Inhibitor shall be in liquid form and shall conform to the latest, approved edition of one or more of the following: the standards adopted in Rule 62-555.320(3), F.A.C., NSF International Standard 60, Water Chemicals Codex, Food Chemicals Codex, and certified to meet AWWA standard B502-83.

The corrosion inhibitor provided shall be in accordance with the following general list of physical properties:

- Polyphosphate/Orthophosphate approximate Blend Ratio 30%/70%
- Active Ingredients (Total PO4) 33% minimum
- Appearance Clear and slightly hazy
- pH 4 to 7
- Specific Gravity 1.31 to 1.44

Corrosion Inhibitor will be delivered as liquid (price per Gallon)

- The bidder must supply a 300 gallon tank and containment tub.
- The corrosion control program must meet ASME & AWWA standards for the corrosion rates of copper.
- A corrosion monitoring program must be provided by the bidder.
- Bidders shall provide an affidavit of compliance with one or more of the standards adopted in Rule 62-555.320(3), F.A.C., product specifications.
- The bidder must submit a certified analysis, as to the composition of the product with the bid.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 4:00 PM Monday through Friday with exception of holidays. F.O.B. Edgewater, Florida.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

Delivery shall fill 300 gallon tank and shall be accepted by the City of Edgewater when, and as, needed. A typical order ranges between 55 and 110 gallons. The supplier shall provide 24 hours notice prior to delivery. Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. Failure to show proper license to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Bidders must comply with the insurance and risk management requirements of the City of Edgewater, attached to this specification as Attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER

HIGH CALCIUM BULK QUICKLIME

QUANTITY: 900 TONS MORE OR LESS UP TO 1,400 TONS

General Description of Services

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the ANSI/AWWA B202-02 regarding quicklime.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B202-02 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The quicklime shall be delivered into the lime storage bins by truck, at the Alan R. Thomas Water Treatment Plant at 3315 State Road 442, for the purpose of water treatment and will have an average grain size of 1/8" (rice) size rock (10 mesh). No materials shall be retained on a 1/2" sieve and no more than five percent (5%) should pass thru a 100 U.S. Standard mesh as stated. Delivery will be accepted when and if needed and shall be made within forty-eight (48) hours after telephone notification of the required need.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter. The City of Edgewater reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Edgewater and the A.W.W.A. B202-02, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

BID PRICES - The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid

Bidders are to specify price delivered F.O.B. site of use, Alan R. Thomas Water Treatment Plant at 3315 State Road 442, Edgewater, Florida. Bid price shall be firm for the contract duration.

LIQUID ALUMINUM SULFATE

QUANTITY: APPROXIMATELY 30,000 GALLONS

General Description of Services

The City of Edgewater Environmental Services Department/Wastewater Division is seeking a firm price for the purchase of Liquid Aluminum Sulfate to be used as a phosphorous removal aid at the Wastewater Treatment Plant located at 500 West Ocean Avenue, Edgewater, FL 32132.

- Alum Solution: 48.5%, Specific Gravity of 1.35 to 1.48. pH: 2.0 to 2.4; Temperature: Ambient.
- Each shipment will be accompanied by a chemical analysis to show it conforms to specifications.
- The anticipated annual volume (not guaranteed) is 30,000 gallons.
- The successful bidder must submit/supply M.S.D.S. (Material Safety Data Sheets) on the product.
- Delivery will be 3,000 gallons per delivery.
- The Successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- Bids will only be accepted for those products that produce the desired results of reducing phosphorous levels below one (1) mg/L in WWTP's Effluent.

Bid Prices

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

- Delivery will be 3,000 gallons per delivery to an existing 3,758 gallon storage tank, on an as needed basis, and shall be made within 72 hours of notification of order.
- Delivery truck will need a minimum of 15' of 2" hose with a 2" quick connect. City of Edgewater's quick connect will be a 2" female fitting.
- Deliveries will be between the hours of 0700 and 1500 Monday through Friday with the exception of holidays.
- Deliveries will be made using the west gate which is located at 409 Mango Tree Drive, Edgewater, FL.
- The contractor shall be responsible for any spills resulting from failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. The contractor shall observe the entire filling operation and shall immediately report any spills caused during filling operations.

- Because of safety and security concerns, all delivery vehicle drivers shall be US citizens and have a proper commercial driver's license with the proper endorsements. Contractor's drivers shall produce their driver's license upon request by purchaser. Failure to do so shall result in rejection of delivery and could result in termination of supply agreement.
- Contractor shall ensure that transport vehicle and Liquid Alum is free from contaminants. Purchaser reserves the right to refuse delivery.

Delivery Location

500 West Ocean Avenue, Edgewater, FL 32132

*Delivery must be made using the facility's west gate at 409 Mango Tree Drive, Edgewater, FL.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER**LIQUID CARBON DIOXIDE****QUANTITY: 250 TONS MORE OR LESS UP TO 400 TONS****General Description of Services**

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard ANSI/AWWA B510-00. Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid carbon dioxide (CO₂) shall have a minimum purity of 99.5%, water less than 200 ppm, and nonvolatile residues less than 10 ppm.

Each shipment will be accompanied by a chemical analysis to show that it conforms with specifications.

BID PRICES - The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Destination - Alan R. Thomas Water Treatment Plant, located at 3315 State Road 442, Edgewater, Florida.

Delivery will be accepted when and as needed and shall be made within 48 hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER

LIQUID FERRIC SULFATE

General Description of Services

1. **GENERAL** - The material to be provided shall be Liquid Ferric Sulfate, approved for potable water treatment, Listed/Certified under the National Sanitation Foundation (NSF) Standard 60 and meeting all provisions of ANSI/AWWA STANDARD B406-87; "Standard for Liquid Ferric Sulfate", latest revision and the requirements contained within these specifications.

2. **PRODUCT**

- a) The Liquid Ferric Sulfate shall meet the physical and chemical properties listed below. The Liquid Ferric Sulfate shall be supplied as a aqueous solution containing not less than 12.5% ferric iron and not more than 14.0% ferric iron, all soluble.
- b) The Liquid Ferric Sulfate shall be manufactured from a source of virgin mined iron ore, i.e., magnetite, hematite, etc., - and a "water white" grade of sulfuric acid. Ferric sulfate produced from non-virgin ores will not be acceptable. This specification strictly prohibits the use of Liquid Ferric Sulfate manufactured from by-products generated from titanium dioxide production. The use of reclaimed material is expressly prohibited under this specification.

The Liquid Ferric Sulfate shall be free from extraneous material and shall be transported and delivered at such concentration and temperature that no freezing occurs. The liquid shall be suitable for feeding by means of metering pumps or other metering devices constructed of corrosion-resistant materials.

- c) The Liquid Ferric Sulfate shall have the following chemical properties;

Ferrous Iron.....0.1% max
 Free Acid (as % H₂SO₄).....0.25% max
 % Insoluble.....0.1% max

- d) The Liquid Ferric Sulfate shall not contain specific impurities in excess of the following limits (by Weight);

Arsenic.....1 mg/kg	Copper.....5 mg/kg
Cadmium.....0.5 mg/kg	Zinc.....15 mg/kg
Chromium.....10 mg/kg	Manganese.....120 mg/kg
Lead.....1.0 mg/kg	Barium.....10 mg/kg
Mercury.....0.2 mg/kg	Chloride.....100 mg/kg
Selenium.....2 mg/kg	Fluoride.....60 mg/kg
Silver.....10 mg/kg	Titanium.....50 mg/kg
Nitrites (as N).....75 mg/kg	Nitrates (as N).....75 mg/kg
Total Organic Carbon...20 mg/kg	Sodium.....1000 mg/kg
Nickel.....40 mg/kg	Molybdenum.....10 mg/kg
Beryllium.....1.0 mg/kg	Antimony.....1.0 mg/kg
Thallium.....10.0 mg/kg	Cyanide.....1.0 mg/kg
Total Nitrate and Nitrite (as N).....150 mg/kg	

- e) The Liquid Ferric Sulfate material, as supplied under this bid, shall not contain any impurities in sufficient quantities which causes or may cause a violation of any current, existing maximum contaminant level (MCL) or any newly regulated MCL which may be passed into law during the life of this contract. Should an MCL violation be determined to be directly attributable to the Liquid Ferric Sulfate material supplied for use by the CITY, the bidder shall immediately take the

necessary steps to remove or reduce the contaminant levels of its material to levels satisfactory to the CITY. The CITY reserves the right to add specific impurity listing and maximum impurity levels to the existing listings to meet all USEPA, SDWA, and FDEP water quality standards. The bidder shall comply with any and all such changes required to its Liquid Ferric Sulfate material, by whatever process changes required, at no additional cost to the CITY.

- f) The bidder shall submit with the bid a State of Florida certified laboratory analysis of the product bid with the analysis of all parameters listed in section 2a, 2c, and 2d.

3. **QUALITY CONTROL AND TESTING**

- a) Sampling and testing shall be conducted in accordance with all AWWA, ANSI, and ASTM specifications.
- b) It shall be the bidder's responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the CITY. The certified analysis shall be signed by an employee of the bidder and specify; % total iron, % ferrous iron, % free sulfuric acid, and liquid specific gravity. The Certificate of Compliance shall be in possession of the bidder at the time of delivery.
- c) It shall be the responsibility of the material transporter to provide a proper sample of the Liquid Ferric Sulfate being delivered for the analysis. The Liquid Ferric Sulfate sample shall be prepared in accordance with AWWA 8406-87. Each sample shall be labeled to identify its content, and the label signed by the person actually collecting the sample.

4. **MANUFACTURER** - The Bidder shall state, in his proposal, the name of the manufacturer of the Liquid Ferric Sulfate, the bidder intends to supply. The bidder shall provide proof that the Liquid Ferric Sulfate to be provided is approved for potable water treatment, and meets the National Sanitation Foundation Standard 60. The Bidder shall list all raw materials used to produce Liquid Ferric Sulfate including suppliers name and location.

5. **GENERAL** - These specifications provide for the furnishing of Liquid Ferric Sulfate for potable water treatment, to the CITY'S destination.

6. **PURCHASE AND DELIVERY** -

- a) Delivery shall be prepaid, FOB to the Alan R. Thomas Water Treatment Plant, 3315 S.R. # 442
- b) Deliveries shall be made between 8:00 a.m. and 4:00 p.m. on normal working days (Monday through Friday) or otherwise approved by the CITY. Liquid Ferric Sulfate shall be delivered as specified and within the time frames required upon receipt of order.
- c) The CITY shall have sole discretion as to when deliveries are to be received. The bidder shall supply all necessary connectors and hoses required to off load the Liquid Ferric Sulfate shipment into the CITY'S storage tanks.
- d) Should the bidder deliver Liquid Ferric Sulfate which is subsequently determined to be out of compliance with the specification, the bidder shall immediately remove the rejected materials from all storage tanks on site and replace all of the Liquid Ferric Sulfate with materials which meet the requirements of this specification at no additional cost to the CITY. Shipping of Liquid Ferric Sulfate shall be by tank truck.

7. **BID PRICES** - The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

8. QUANTITIES - Approximately 11,000 gallons (more or less) of Liquid Ferric Sulfate shall be provided under this bid. The quantity specified is to be used for cost estimating purposes only and the CITY reserves the right to increase or decrease quantities shown without penalty.

9. QUALIFICATION OF BIDDERS - Bids will only be considered from manufacturers or manufacturers' authorized distributors of Liquid Ferric Sulfate. The authorized distributors must regularly maintain a substantial stock of Liquid Ferric Sulfate on inventory equal to twenty (20) truck deliveries within one hundred (100) miles of the CITY and must be actively engaged in the sale of Liquid Ferric Sulfate for drinking water treatment. The authorized distributor must submit with the bid request the required five (5) references with municipal contact name, telephone number and annualized quantity of Liquid Ferric Sulfate used. Satisfactory references are a requirement for the award of contract.

10. EMERGENCY PLAN OF ACTION AND SAFETY TRAINING

- a) The successful bidder shall provide, in writing, an emergency contingency plan with appropriate telephone contacts, for the CITY to follow in case of an emergency supply of Liquid Ferric Sulfate is needed.
- b) The successful bidder shall supply, in writing, an emergency spill response plan with appropriate emergency response personnel names and telephone contact numbers (24 hour contact numbers). In addition, the proper spill response notification procedure, along with any form required by all local, state, and federal regulatory agencies, shall be supplied by the bidder. This section in no way relieves the successful bidder of his responsibility to notify the proper regulatory agencies of a spill incident. In the event of a spill or leak, the bidder shall supply the necessary personnel to respond to such an event, to work with local Hazardous Materials Response Team and to manage and oversee "After Events" cleanup efforts. Should a spill or leak occur, caused by the bidders' personnel, equipment or method of delivery, bidder shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments of Reauthorization Act of 1986, 42 U.S.C.S 11001, et seg. (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 States Rules and Regulations regarding bidder caused spills or releases shall be the sole responsibility of the bidder. The bidder shall hold the CITY harmless for any failure to properly report and/or comply with this provision.
- c) The successful bidder shall provide an appropriate safe handling training course, within the first month of contact, to all current Water Department operators/maintenance personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period.

11. DELIVERY SUBMITTAL - Material Safety Data Sheets shall be supplied in Compliance with Chapter 442, Florida Statutes. The MSDS must accompany the first shipment.

12. TECHNICAL ASSISTANCE - The bidder shall provide technical assistance, as needed, regarding the application of its product, and disposal and handling of the residual produced by the application of the ferric sulfate in the water treatment process. The bidder shall provide this assistance at no charge to the CITY. Bidder shall provide technical research and reports as requested by the Water Department at no additional cost to the CITY.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER

LIQUID SODIUM BISULFITE

QUANTITY: APPROXIMATELY 10,000 GAL ANNUALLY

General Description of Services

The City of Edgewater Environmental Services Department/Wastewater Division is seeking a firm price for the purchase of Liquid Sodium Bisulfite to be used for the dechlorination at the City of Edgewater Advanced Wastewater Treatment Plant located at 500 West Ocean Avenue, Edgewater, FL 32132.

- Liquid solution of approximately 38% to 42% solution strength, specific gravity of 1.31 to 1.36 at room temperature of 60°F and a pH of 3.6 to 4.8. The sulfur dioxide equivalent shall be from 23.4 to 24.8% at the time of delivery. Iron content shall not exceed 5 ppm.
- Each shipment will be accompanied by a chemical analysis to show it conforms to specifications.
- The anticipated annual volume (not guaranteed) is 10,000 gallons.
- The successful bidder must submit/supply M.S.D.S. (material Safety Data Sheet) on the product.
- Delivery will be approximately 2,000 to 2,500 gals per delivery.
- The successful bidder's shipper is responsible for matching our receiving tank truck system with the proper tank truck system.
- Bids will only be accepted for those products that produce the desired result of a <0.01 ppm chlorine residual.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements:

- Delivery will be 2,000 to 2,500 gallons per delivery to an existing 2,800 gallon storage tank, on an as needed basis, and shall be made within 72 hours of notification of order.
- Delivery truck will need a minimum of 15' of 2" hose with a 2" quick connect. City of Edgewater's quick connect will be a male 2" fitting.
- Deliveries will be between the hours of 0700 and 1500 Monday through Friday with the exception of holidays.
- Deliveries will be made using the west gate which located at 409 Mango Tree Drive, Edgewater, FL 32132.
- The contractor shall be responsible for any spills resulting from the failure of its or its subcontractors delivery personnel in the proper performance of their duties. The contractor shall observe the entire filling operation and shall immediately report any spills caused during the filling operations.

- Because of safety and security concerns, all delivery vehicle drivers shall be U.S. Citizens and have a valid proper commercial driver's license with the proper endorsements. Contractor's drivers shall produce proper identification upon request from the purchaser. Failure to do so shall result in rejection of delivery and could result in termination of the supply agreement.
- Contractors shall ensure that transport vehicle and its devices and the liquid Sodium Bisulfite are free from contaminants. Purchaser reserves the right to refuse delivery.

Delivery Location:

500 West Ocean Avenue
Edgewater, FL 32132

*Delivery must be made using the facilities west gate at 409 Mango Tree Drive, Edgewater, FL

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE

CITY OF EDGEWATER

POLYMER FOR DEWATERING WASTEWATER SLUDGE

QUANTITY: APPROXIMATELY 45 – 55 Drums

General Description of Services

Polymer shall be a high cationic type liquid emulsion used as a flocculent for the purpose of optimizing dewatering of wastewater sludge at the City of Edgewater Wastewater Treatment Plant, 500 West Ocean Blvd, Edgewater, FL 32132. The polymer shall be in liquid form having a minimum shelf life of three (3) months for any unopened 55 gallon drums and shall meet the following minimum performance requirements:

- Percent Free Solids: 1% to 1.5%
- Cake, percent dry solids: 18% minimum
- Capture, percentage: 95% – 98 %
- Minimum & maximum feed rates: 65 gallons per minute (gpm) to 150 gpm.
- Maximum Polymer dosage: 30 pounds/ dry ton
- Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves sludge dewatering. All products shall be tested and qualified at the location of intended use. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. All testing shall be at plant scale level for a one-time test period of three (3) consecutive eight (8) hour days (subject to early cancellation at no expense to owner if product is not performing to owner's satisfaction). Polymer shall be equal to Clarifloc SE-1188 single component emulsion polymer to condition waste activated sludge for dewatering in centrifuges at the wastewater treatment facility. All persons interested in pre-qualifying shall contact Eric Bosse, Wastewater Plant Manager, via e-mail at ebosse@cityofedgewater.org
- Polymer Solution will be delivered as liquid in non-ferrous 55 gallon drums
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:00 AM and 3:30 PM Monday through Friday with exception of holidays. F.O.B. Wastewater Treatment Plant, 500 West Ocean Blvd, Edgewater, FL 32132.

BID PRICES

- The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

Delivery Requirements

Delivery shall be in non-ferrous 55 gallon drums to above referenced facility at the expense of the supplier on an as-needed basis as requested by the City. The supplier shall provide 24 hours notice prior to delivery and be responsible for unloading on site. Delivery truck must have lift gate.

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of referenced chemical in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

Each shipment shall carry with it some means of identification. The following information shall be legibly marked on each package, drum, other container or bulk shipment:

- Contents: Polymer
- Net weight
- Name of manufacturer
- Brand name, if any

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of referenced chemical shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled aluminum sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charged to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. Failure to show proper license to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER, RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF EDGEWATER**LIQUID SODIUM HYPOCHLORITE****ESTIMATED QUANTITY: 116,000 GALLONS****QUANTITIES ARE NOT GUARANTEED****General Description of Services**

Under this schedule, the Contractor shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association (AWWA's) Standard B-300-99 for hypochlorite, except as modified or supplemented herein.

DELIVERY REQUIREMENTS

Contractor shall make "normal" deliveries within three (3) calendar days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery, which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Contractor shall make minimum deliveries of 2,500 gal. to ART Water Plant, 2,500 gal. to Wastewater Treatment Plant and 500 gal. to South East Booster Station.

DELIVERY LOCATIONS

Bid price shall be firm for contract duration and shall be F.O.B.

- (1)-Edgewater, Alan R. Thomas Treatment Plant, located at 3315 State Road 442, Edgewater, FL.
- (2)-Edgewater, Wastewater Treatment Plant, located at 500 W Ocean Avenue, Edgewater, Florida
- (3)-Edgewater South East Booster Station. Located at 3930 S. U.S Hwy. 1, Edgewater, Florida.

SPECIFICATIONS OF MATERIAL

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent to 10-85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	<0.3 mg/L
Copper	<0.03 mg/L
Nickel	<0.03 mg/L

Chlorate	<2,000 mg/L
Bromate	<15 mg/L (10 mg/L for an ozone plant)

Manufacturer's Laboratory Reports

Delivery Reports

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the Purchaser.

The report shall contain the following data:

1. Date and Time of Manufacture
2. Percent by Weight
3. Sodium Hypochlorite
4. Excess Sodium Hydroxide
5. Specific Gravity (Referenced to a temperature)
6. Suspended Solids Test Time

The City of Edgewater reserves the right to inspect and make laboratory analysis of each load. Should the Sodium Hypochlorite fail to meet the specifications and standards as amended and set for the by the City of Edgewater and AWWA Standards, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the sodium hypochlorite renders it incompatible with the water treatment process, wastewater treatment process or equipment in use at the facilities

BID PRICES

The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered based on verifiable indices such as the Consumer Price Index and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF EDGEWATER RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF FLAGLER BEACH

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

City of Flagler Beach Sulfuric Acid Specification

Quantity 46 tons more or less

Section 1 – General Description of Services

The City of Flagler Beach is seeking a firm price per wet ton (delivered) for the purchase of Sulfuric Acid to be used at the Membrane Softening Water Treatment Plant, located at: 4680 Seminole Woods Pkwy., Palm Coast, Florida 32164.

_____ Acceptable Standard: 93% Grade Sulfuric Acid (must meet NSF Standard 60 specifications **at the time the bid is submitted**)

_____ Sulfuric Acid will be shipped as Liquid Sulfuric Acid

_____ Delivery will be a twenty-three (23) ton minimum load (3,000 gallons).

_____ Total anticipated Annual Volume (not guaranteed) is 46 tons (92,000 lbs.)

_____ The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.

_____ The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.

_____ The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.

_____ The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.

_____ The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.

_____ Deliveries will be between the business hours of 7:00 AM and 3:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Sulfuric Acid**93% Grade NSF**

<u>Chemical Analysis</u>	<u>Specification</u>
H₂SO₄	93.17 Min.
Specific gravity, in g/cc @ 25 deg C	1.84
Color	Water White

Trace Elements

Arsenic (As)	2 PPM
Barium (Ba)	179 PPB
Boron (B)	2 PPM
Carbon (C, org)	2 PPM
Calcium (Ca)	50 PPB
Cadmium (Cd)	30 PPB
Cobalt (Co)	1260 PPB
Chromium (Cr)	7 PPM
Copper (Cu)	2 PPM
Mercury (Hg)	44 PPB
Potassium (K)	300 PPB
Manganese (Mn)	1200 PPB
Molybdenum (MO)	2 PPM
Sodium (Na)	100 PPB
Nickel (Ni)	2 PPM
Lead (Pb)	4 PPM
Selenium (Se)	38 PPB
Strontium (Sr)	423 PPB
Uranium (U)	<850 PPB
Vanadium (V)	2 PPM
Zinc (Zn)	2 PPM

Delivery Requirements

Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sulfuric acid in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sulfuric acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker shall be made to:

City of Flagler Beach Water Treatment Plant, 4680 Seminole Woods Blvd., Palm Coast, FL 32164. Purchaser owns two (2) 3,000-gallon storage tanks. Approximate delivery requirement: 3,000 gals. every year.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

CITY OF HOLLY HILL

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

City of Holly Hill
Anhydrous Ammonia
Quantity: approximately 4 tons

General Description of Services

Anhydrous ammonia shall be supplied for use at the City of Holly Hill Water Treatment Plant, 453 LPGA Blvd.. Supplier shall deliver to a 10,000 gallon tank at this location. Delivery shall be accepted when and as needed Monday through Friday (7:00 AM till 3:00 PM) and shall be made within forty eight (48) hours upon notification of need.

Anhydrous ammonia provided shall be in accordance with the following general list of physical properties.

Ammonia (NH3) content	99.99% minimum
Oil	2 ppm maximum

Each shipment shall be accompanied by a chemical analysis report to show that it conforms with specifications.

Bid price shall be firm for contract duration and shall be F.O.B. City of Holly Hill Water Treatment Plant, 453 LPGA Blvd.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Bidders must comply with the insurance and risk management requirements of the City of Ormond Beach, attached to this specification as attachment A.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
Liquid Aluminum Sulfate (Alum)
Quantity: approximately 190 tons

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard ANSI/AWWA B403-03.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B403-03 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid Aluminum Sulfate (Alum) shall have a minimum 48 percent Alum or 8 percent Al_2O_3 and water-insoluble matter shall not to exceed 0.2 percent

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

The liquid Aluminum Sulfate (Alum) shall be delivered into two (2) 3,250 gallon storage tank located at City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery truck will need a minimum of 15' of 3" hose with 3" quick connect. City of Holly Hill's quick connect will be 3" male fitting.

All deliveries shall be F.O.B. City of Holly Hill Waste Water Treatment Plant, located at 453 LPGA Boulevard, Holly Hill, Florida. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
Liquid Chlorine
Quantity: approximately 52 tons (one ton cylinders)

To be furnished in accordance with the following general specifications and shall conform to the standards prescribed by the standard ANSI/AWWA B301-99.

Liquid chlorine shall be for water purification at the City of Holly Hill Water/Wastewater Treatment Plant – located at 453 LPG A Blvd. Delivery truck will need to have a hoist for loading and unloading cylinders. Supplier shall be responsible for loading and unloading of chlorine cylinders. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

Bidders are to specify price delivered F.O.B. point of use, 453 LPG A Blvd., Holly Hill, Florida.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
Liquid Sulfur Dioxide
Quantity: approximately 20 tons (one ton cylinders)

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by ANSI/AWWA B512-91.

The Sulfur Dioxide (SO₂) shall have a minimum assay of 99.98% and a moisture content of not more than 100 mg/l (ppm). Sulfur Dioxide shall be for waste water dechlorination at the City of Holly Hill Waste Water Treatment Plant – located at 453 LPGA Blvd.

Delivery truck will need to have a hoist for loading and unloading cylinders. Supplier shall be responsible for loading and unloading of sulfur dioxide cylinders. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

Bidders are to specify price delivered FOB site of use. Bid price shall be firm for the duration of the contract.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**City of Holly Hill
Liquid Carbon Dioxide
Quantity: approximately 44 tons**

To be furnished in accordance with the following general specifications and shall conform to standards prescribed by the standard ANSI/AWWA B510-00.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B510-00 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The liquid carbon dioxide (CO₂) shall have a minimum purity of 99.5%, water less than 200 ppm, and nonvolatile residues less than 10 ppm.

Each shipment will be accompanied by a chemical analysis to show that it conforms to specifications.

Bid price shall be firm for contract duration and shall be F.O.B. City of Holly Hill Water Plant, located at 453 LPGA Boulevard, Holly Hill, Florida.

Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday as needed and shall be made within forty eight (48) hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
High Calcium Bulk Quicklime
Quantity: approximately 320 tons

To be furnished in accordance with the following general specifications and shall conform to the standards as set forth by the ANSI/AWWA B202-02 regarding quicklime except as amended by the City of Holly Hill in the following manner:

Section 4.2.1 of the standards shall read 90% available calcium oxide instead of 80% available calcium oxide.

Bidders shall provide an affidavit of compliance with the requirements of ANSI/AWWA B202-02 standard, product specifications or certificate of analysis, and a Material Safety Data Sheet with the bid form.

The quicklime shall be delivered into the lime storage bins by truck, at the City of Holly Hill Water Treatment Plant at 453 LPGA Boulevard, for the purpose of water treatment and shall be of a size (5/16" x 10 mesh) as required for optimal performance in existing slaking equipment at the Holly Hill Plant. The Water Plant Superintendent shall specify size requirement prior to the beginning of the contract. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday when and as needed and shall be made within forty eight (48) hours upon notification of need.

Each shipment will be accompanied by a chemical analysis indicating the availability of calcium oxide, temperature rise in 3 min., and insoluble matter. The City of Holly Hill reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Holly Hill and the AWWA B202-02, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.

Bid price shall be firm for contract duration and shall be F.O.B. City of Holly Hill Water Plant, located at 453 LPGA Boulevard, Holly Hill, Florida.

Delivery will be accepted when and as needed Monday through Friday (7:00 AM through 3:00 PM) and shall be made within 48 hours upon notification of need.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
23% Hydrofluosilicic Acid (HFS)
Quantity: approximately 2,500 gallons

Product Standards: Because of the nature of the product and the fact it is going in the potable water supply, quality of an extremely important factor. The Utility has imposed the following minimum standards which it acknowledges may exceed the minimum regulatory required standards.

1. Product must be certified to meet NSF Standard 60 Direct Additives for Drinking water and shall be found to be acceptable for potable use in Florida by State regulatory agencies.
2. The Hydrofluosilicic Acid delivered under this contract shall meet the latest revision of the AWWA B703-08 with the exception that some of the requirements of this Standard are made more stringent by this Specification.
3. Hydrofluosilicic Acid is a direct additive used in the treatment of potable water. The Supplier's product must be certified as a suitable drinking water chemical by an accredited certification organization in accordance with ANSI/NSF Standard 60 Drinking Water Treatment Chemicals Health Effects.
4. Supplier must be able to supply each facility with direct fill in a method to make sure the chain of custody of the NSF 60 Certification is not broken and remains valid.
5. Supplier must have its distribution facilities within one hundred (100) miles of the utility's service area to facilitate quality assurance (QA) visits at the Supplier's facilities.
6. The Hydrofluosilicic Acid delivered under this contract shall be a minimum of 23% as H_2SiF_6 with a specific gravity ranging from 1.19 – 1.22. The utility shall pay a single price per gallon which shall not fluctuate despite the delivered strength of the product as long as it meets the minimum 23% requirement.
7. The Hydrofluosilicic Acid delivered under this contract shall have an appearance of "water white" in nature with less than 10 units of color. Brown or reddish color will not be accepted and the delivery shall be rejected. Supplier shall supply utility with a sample prior to offloading so that the utility staff can ascertain the clarity of the product and ensure compliance with the Specification.
8. The Hydrofluosilicic Acid delivered under this contract shall be less than 5 ppm arsenic. The utility reserves the right to test the delivered product for arsenic based on a sample pulled from the delivery container with a third party laboratory. In the event the third party sample arsenic levels are higher than the required 5 ppm, the Supplier shall pump out all of the HFS from the storage tanks within 48 hours of notification and replace the HFS with a compliant product within 72 hours.
9. The final manufactured products shall be single filtered through a 1 micron filter to assure that there is no contamination.

Delivery: All deliveries shall meet the following standards:

1. All deliveries are to be made in mini bulk or bulk deliveries.
2. Number of gallons per delivery site must be listed on the Bill of Lading.
3. A Certificate of Analysis (C of A) identifying the product must be provided prior to or at the time of delivery.

4. Deliveries must be scheduled in advance with operators of the Water Treatment Plant. All deliveries will make deliveries between the hours of 7:00 AM and 3:00 PM, Monday through Friday and be able to make emergency deliveries after hours, weekend, and holidays.
5. The Supplier shall be responsible for any spills resulting from failure of its delivery equipment.
6. The Supplier shall ensure that all equipment (i.e. tanks, pumps, valves, hoses) used for transfer is free of any contaminants.
7. The Supplier shall be make deliveries with 48 hours upon notification of need.
8. All deliveries shall be between 75 gallons and 300 gallons depending on the order.
9. Delivery location:
City of Holly Hill Water Treatment Plant
453 LPGA Boulevard
Holly Hill, FL 32117
10. **In the event the Supplier is unable to supply, the City of Holly Hill reserves the right to purchase supplies from the best available source.**

Emergency Support:

1. In the event of an emergency the Supplier must be able to deliver within 24 hours of order.
2. In the event of a Chemical System Emergency a Supplier's representative must respond to call within one (1) hour and a technical representative must be on-site within three (3) hours.
3. Supplier must also have the capabilities of responding to emergencies such as leaks of storage tanks, piping, etc. and have either a licensed plumbing or general contractor perform the repairs, when and if called upon by the utility.
4. **In the event the Supplier is unable to supply, the City of Holly Hill reserves the right to purchase supplies from the best available source.**

Service Support:

1. Supplier must provide bulk tanks at the location at no charge.
2. Supplier must provide an evaluation of the utility's fluoridation program annually, by either a Florida licensed water operator or degreed technician.
3. Supplier must provide the utility an account manager who lives within one hundred (100) miles of the utility service area to oversee a complete fluoridation program to meet the utility's high water quality standards.
4. The Supplier's account manager must visit the treatment plant on a minimum of two (2) times per year to coordinate shipping, safety, delivery, inspection of tanks, and evaluate fluoridation performance.
5. The Supplier shall conduct an annual two (2) hour chemical safety seminar for the Utility personnel (two different sessions.)

Total Volume: The total anticipated volume (not guaranteed) is 2,500 gallons.

Term of Contract: The successful Supplier shall be awarded a twelve (12) month annual contract with up to four (4) one (1) year renewal options. The Supplier shall submit a renewal request in writing forty-five (45) days prior to contract end date, reflecting any changes to price or services and proposed changes must be agreed to by both parties.

Bidder's Submittals: The bidder must submit the following items with their bid response. Failure to submit any of the below listed items may result in a Supplier's bid being considered non-responsive.

1. Firm Delivered Pricing per Gallon for 23% HFS to utility.

2. General information on Supplier including locations and resources available to support contract.
3. Name, contact information, and resume of Supplier's local Account Manager who must reside within one hundred (100) miles of the utility's service area to facilitate emergency response.
4. Resumes of all of Supplier's "key" personnel to include support and technical representatives who would be assisting utility.
5. Manufacturer's location and description of manufacturing operations.
6. Distributor's location (if applicable) and description of resources.
7. Documentation of ANSI/NSF Standard 60 Drinking Water Treatment Chemicals certification for manufacturer and distributor (if they are different).
8. Certification of compliance and a certified analysis as to the composition of the product with the bid and a Material Safety Data Sheet shall be submitted with the bid form.
9. Details of five cases of technical support the Supplier has provided to its customers over the past ten years including the contact information for the Utility to confirm the information. At least three of these cases must involve a similar product to what is being bid.
10. Five (5) references whereby the Supplier delivers chemicals including the name, title, and phone number which can attest to Supplier's reliability, quality of product, safety record and service. All references must be water treatment supervisors, superintendents, managers or directors, no purchasing agents shall be considered as a reference.

Bid Evaluation: The utility shall consider the Supplier's quality, safety record, reliability, support capabilities and resources and previous performance in the industry when awarding the contract for this product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Holly Hill
Solid Anionic Polymer
Quantity: approximately 600 -1,000 pounds

Polymer shall be used as a coagulant aide at the City of Holly Hill Water Treatment Facility, 453 LPGA Blvd., Holly Hill, Florida. Polymer shall be solid and equal to Clarifloc A-3333P. Product specifications or certificate of analysis, and a Material Safety Data Sheet shall be submitted with the bid form.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the satisfaction of the City that the product improves turbidity with lime softening. All products shall be tested and qualified at the location of intended use. The supplier shall supply documentation that the product is approved for use in potable water in the State of Florida. The product bid shall be the same as the product tested; however, the city reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same bid price or less. Jar testing is requested and all testing shall be at plant scale level for a one-time test period of five (5) consecutive days. All persons interested in pre-qualifying shall contact Robert Kasprack at (386) 248-9463.

The polymer shall be delivered to the City of Holly Hill Water Plant located at 453 LPGA Blvd. Delivery will be accepted between 7:00 a.m. to 3:00 p.m. – Monday through Friday when and as needed and shall be made within forty eight (48) hours upon notification of need.

Suppliers shall provide 24 hours' notice prior to delivery and shall be responsible for unloading at the delivery site.

Bid price shall be firm for contract duration and shall be F.O.B. the City of Holly Hill Water Treatment Plant, 453 LPGA Blvd., Holly Hill, Florida.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF HOLLY HILL RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF OVIEDO

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

City of Oviedo

**Ammonia Hydroxide 19% (bulk)
Quantity 14,400 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Ammonia Hydroxide 19% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 14,400 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 1,500 to 2,000 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

City of Oviedo

**Carbonic Dioxide (liquid CO2)
Quantity 480,000 lbs. more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per pound (delivered) for the purchase of Carbonic Dioxide (liquid CO2) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 480,000 lbs. (240 tons). This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is full tanker, 38,000 lbs.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

City of Oviedo

**Fluoride 23%
Quantity 8,400 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Fluoride 23% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 8,400 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 700 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

City of Oviedo

**Sodium Hydroxide 50%
Quantity 54,500 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hydroxide 50% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 54,500 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 3,500 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

**Special Conditions for the
City of Oviedo**

**Sodium Hypochlorite 12.5% (10% by weight = 12.5% by trade)
Quantity 280,000 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sodium Hypochlorite 12.5% (10% by weight = 12.5% by trade) for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765 and at the City's Wastewater Reclamation Facility located at 1067 McKinnon Avenue.

Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 280,000 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 5,000 tanker gallons for the City's Water Treatment Plant and 4,000 gallons for the City's Wastewater Reclamation Facility.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement are typically not considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

City of Oviedo

**Sulfuric Acid Specification (93%)
Quantity 8,400 gallons more or less**

PRODUCT INFORMATION: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sulfuric Acid for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida 32765.

Product must be 93% Grade Sulfuric Acid, be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

ADDITIONAL SUBMITTALS: Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid. In addition, the following signed forms must be included with the bid:

Completed Non-Collusion Affidavit of Bidder attached as an Exhibit.

Completed Disputes Disclosure Form attached as an Exhibit.

Statement of Insurance Compliance attached as an Exhibit.

QUANTITIES: The anticipated annual quantity is 8,400 gallons. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Deliverable Quantity is 700 gallons.

DELIVERY: Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Deliveries will be between the hours of 7:00 a.m. and 2:00 p.m. Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48 hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

INVOICING AND PAYMENT: The supplier shall be paid upon submission of invoices to the City of Oviedo Finance Department, 400 Alexandria Blvd, Oviedo, Florida 32765. Invoices are to be billed at the prices stipulated on the Purchase Order and as outlined in this bid. All invoices must show the City of Oviedo Purchase Order Number.

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

AWARDS: As the best interest of the City of Oviedo may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers: to reject any bids or waive any informality or technicality in bids received.

The agreement(s) resulting from this solicitation is for the items described in this bid document. A sample copy of the City's Goods and Services Agreement is attached as an Exhibit. Contractors are encouraged to review the sample agreement as requests for modifications to specific language within the agreement will not be considered by the City.

The agreement alone will not authorize the purchase of materials or require the City to place any orders for work or materials. Required materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific material.

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply copies of the manufacturer's shipping and handling safety procedures.

The City of Oviedo reserves the right to purchase these chemicals from a State Purchase Contract, Sicop Bid, or any other State or Local Governmental entities bid or contract if doing so is in the best interest of the City of Oviedo. This action will not waive or void any of the terms and conditions contained in the Agreement.

CITY OF PALM COAST

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

City of Palm Coast
Ammonium Sulfate Solution
Quantity: approximately 30,000 gallons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per gallon (delivered) for the purchase of Ammonium Sulfate Solution to be used at the Water Treatment Plant No. 3, 9957 North US Highway 1 North, Palm Coast FL 32137, the Elevated Tank Booster Chloramination Station located at 5636 N. Ocean Shore Blvd., Palm Coast, FL 32137, Water Treatment Plant No. 2, 50 Citation Blvd. Palm Coast, FL 32164, and Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast FL 32137.

- Acceptable Standard: The ammonium Sulfate must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60 for water treatment. It shall be non-toxic, non-volatile, odor free and must have a stable strength indefinitely.
- Acceptable Standard: The ammonium sulfate shall have a clear, pale yellow appearance and in liquid form. It must be a non-hazardous substance and the bidder is responsible for providing a product specification sheet or certificate of analysis, and a material safety data sheet with the bid form.
- Acceptable Standard: This product shall contain no impurities or substance that would be deleterious to those consuming any water that is treated in accordance with the practices of the water utility industry. The ammonium sulfate provided shall be in accordance with the following general list of properties:
 - % (NH₄)₂SO₄ 40%
 - % NH₃ 10.3%
 - % N 8.5 %
 - Specific Gravity 1.20 – 1.23
 - pH 4.0 – 7.0
- Total anticipated Annual Volume (not guaranteed) is 30,000 gallons.
- The Bidder must be able to supply each facility with a maximum of – 2000 gallons (Wtp1), 2000 gallons (Wtp2), 1600 gallons (WTP 3) and 55 gallon drum (A1A Elevated Tank Booster Chloramination Sta.), and also be willing to deliver as little as 110 gallons when required, or 1 drum (55 gallon) at the A1A ET.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide S.D.S. (Safety Data Sheets) on the product and a representative to visit the plant once per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system. The representative will conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- A qualified technician must be available within 24hrs notice for troubleshooting should there be any problems with the Chemical Feed system.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make “normal” deliveries within 3-5 days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Ammonium sulfate in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical ordered during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Ammonium Sulfate.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Ammonium Sulfate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser’s intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Ammonium Sulfate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser’s unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a “CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor’s supply agreement.

Delivery Locations

Bulk Delivery Location shall be made to:

- **Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast FL 32137**
Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 10,000 gallons.
- **Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast FL 32164**
Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 13,000 gallons.
- **Water Treatment Plant No. 3, 9957 North US Highway No. 1, Palm Coast FL 32137**
- Bidder must ship in bulk tanker loads. Anticipated Annual Volume (not guaranteed) is 4,000 gallons

Delivery Locations by 55 gal drums shall be made to:

- **Water Treatment Plant No. 1, Elevated Tank Chloramination Booster Station 5636 North Ocean Shore Blvd., Palm Coast, FL 32137**

Bidder must ship in Mini-Bulk service. Past deliveries have been in 55 gallon drums. Anticipated Annual Volume (not guaranteed) is 165 gallons.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product. The term shall be one (1) year with two one year renewal periods.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Corrosion Inhibitor (Poly-orthophosphate 30/70 blend) Specification
Quantity: Approximately 12,000 gallons

General Description of Services

Section 1 –

The City of Palm Coast Public Works / Utility Division is seeking a firm price per gallon (delivered) for the purchase of Corrosion Inhibitor to be used at the Lime Softening Facility Water Treatment Plant #1, located at: 4 Corporate Dr., Palm Coast, FL 32137, Membrane Softening Water Treatment Plant #2, located at: 50 Citation Blvd., Palm Coast, FL 32164 and Water Treatment Plant No. 3, 400 Peavy Grade Palm Coast FL 32137.

- Acceptable Standard: 30% polyphosphate and 70% orthophosphate or equal. The solution shall have a minimum of **36% active ingredients (Total PO4)** the delivered product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60 for water treatment. In addition, it must meet all requirements for use in potable water as described under rule 62-555.315 F.A.C. and certified to meet AWWA standard B502-94 or latest revision.
- Physical Properties: The polyphosphate blend shall be a clear, slightly hazy liquid. The final product shall be double filtered through a 1 micron filter to assure that there is no contamination. The pH shall be in the range of 4-7 and the specific gravity (SPG) shall be in the range of 1.29-1.41
- Total anticipated Annual Volume (not guaranteed) is 12,000 gallons.
- The Bidder must be able to supply each facility with a maximum of - 1000 gallons (Wtp1), 600 gallons (Wtp2) 800 gallons (Wtp3), and also be willing to deliver as little as 100 gallons when required.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system. If the product is delivered in 55 gal drums it is the bidder's responsibility to offload the product from the 55 gallon drums into the bulk storage tanks.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.

- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Delivery Requirements

Contractor shall make "normal" deliveries within 3-5 days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Corrosion Inhibitor in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The contractor shall fill the tanks at all three facilities in such a way as to make sure that the chain of custody is not broken and the NSF 60 certification shall remain valid. An identifying label with the mark of the certifying agency shall be placed on the tank as evidence of the valid certification.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Corrosion Inhibitor.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Corrosion Inhibitor shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Corrosion Inhibitor. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in -rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker or 55 gal drums shall be made to:

A. Water Treatment Plant No.1, 4 Corporate dr., Palm Coast, FL 32137.
Purchaser owns (1) 1000 gallon tank.

B. Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164.
Purchaser owns two (2) 300-gallon storage tanks.

C. Water Treatment Plant No. 3, 400 Peavy Grade, Palm Coast FL 32137
Purchaser owns two (2) 500-gallon storage tanks.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product. The term shall be one (1) year with two one year renewal periods.

City of Palm Coast
Dense Sodium Carbonate (Soda Ash)
Quantity: approximately 60 tons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per ton (delivered) for the purchase of Dense Soda Ash (Sodium Carbonate) to be used at Water Treatment Plant #2, located at: 50 Citation Blvd, Palm Coast, Florida 32164.

- Acceptable Standard: Manufactured to ANSI/AWWA B201-03 or latest revision. Product specifications, certificate of analysis and MSDS sheet shall be provided with bid form.
- Soda Ash must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.
- The Soda Ash shall be delivered into the Soda Ash silos by pneumatic truck, FOB Water Treatment Plant # 2 at 50 Citation Blvd, Palm Coast Florida, 32164, for the purpose of water treatment
- Total anticipated Annual Volume (not guaranteed) is 60 tons.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of once yearly to coordinate shipping, safety, unloading, and to inspect the tank and loading system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour seminar on site for staff that handles this material.
- Each shipment will be accompanied by a chemical analysis indicating the availability of sodium carbonate. The City of Palm Coast reserves the right to inspect and make laboratory analysis of each load. Should the lime fail to meet the specifications and standards as amended and set forth by the City of Palm Coast and the AWWA B201-03, it shall be rejected. If it is necessary for the City to reject more than five (5) loads, it shall be grounds for the termination of said contract. It shall also be terminated if it is determined that any chemical or physical quality of the lime renders it incompatible with the water treatment process or equipment in use at the water treatment plant and it is necessary to purchase more than 5 loads from an alternate source due to this incompatibility.
- Delivery will be accepted Monday through Friday, (7:00am until 5:00pm) After hours, weekends and holidays by appointment, when and as needed and shall be made within forty-eight (48) hours upon notification of need.

Specification for Soda Ash (Sodium Carbonate) Used For Potable Water Supply

1.0 GENERAL

- 1.1) This specification is applicable to Soda Ash (Sodium Carbonate) Used For Potable Water Supply accordingly to Spesifikasi JKR 20200-0081-00, JKR Standard Specification For Soda Ash (Sodium Carbonate) Used For Potable Water Supply.
- 1.2) Features required for this specification are as follows or otherwise the above specification will be applied.

Table 1 – Product Specification

Parameter	Requirement	Test Method
A. Chemical Requirement		
Soda ash (as Na ₂ CO ₃), %(w/w)	99.0 min	AWWA B201-98
B. Impurities		
	Limit	Test Method
Insoluble matter, %(w/w)	0.05 max	AWWA B201-98
Iron, mg/kg of product	20 max	ISO 2460
C. Physical Requirement		
	Requirement	Test Method
Bulk density, g/ml	0.5 g/ml – 0.9 g/ml (light soda ash) 0.9 g/ml – 1.1 g/ml (dense soda ash)	AWWA B201-98
D. Toxic Substances		
	Limit	Test Method
Arsenic (As), as mg/kg of available product	2	BS EN 897:1999
Cadmium (Cd), as mg/kg of available product	2	BS EN 897:1999
Chromium (Cr), as mg/kg of available product	2	BS EN 897:1999
Mercury (Hg), as mg/kg of available product	100	ISO 5666-1
Nickel (Ni), as mg/kg of available product	2	BS EN 897:1999
Lead (Pb), as mg/kg of available product	2	BS EN 897:1999

Delivery Requirements

Contractor shall make “normal” deliveries within 3-5 days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Dense Sodium Carbonate in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Lime shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject

a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Lime. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker shall be made to:

Water Treatment Plant # 2 @ 50 Citation Blvd, Palm Coast Florida 32164

Purchaser owns one (1) steel storage silo. Approximate delivery requirement (once the ZLD facility is up in operation): 50,000 pounds approximately every 90 days.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Liquid Polymer
Quantity: approximately 30 to 38 Totes (2,300 pounds per tote)

General Description of Services

The polymer shall be a high charge cationic type liquid emulsion polymer and be used for dewatering sludge at the Palm Coast Wastewater Facility. Full charge storage life shall be a minimum of 2 month for any unopened tote.

Bids will be accepted only for those pre-qualified products, which have demonstrated to the City that the product improves sludge dewatering. All products shall be tested and qualified at the Palm Coast Wastewater Treatment Facility Dewatering Building. The bid product shall be the same as the product tested; however, the City reserves the right to use a different product if tests show that a significant improvement in performance may be realized and the product will be supplied at the same price or less. All testing shall be at the plant scale for a one time test period of 8 continuous hours (subject to early cancellation at no expense to the owner if the product is not performing to the owner's satisfaction). Polymer shall be equal to Clarifloc C-6287 single component emulsion polymer to condition aerobic waste activated sludge for dewatering in a centrifuge at the Palm Coast Wastewater Treatment Facility. All needed supplies for running the tests shall be provided by the supplier.

Delivery Requirements

Delivery shall be in non-ferrous 275 gallon tote bins at the expense of the supplier and shall be accepted by the City of Palm Coast when, and as needed. Supplier shall deliver to the City of Palm Coast Wastewater Treatment Plant located at 26 Utility Dr., palm Coast, Florida 32137. From the time of confirmed order to the time of actual delivery shall not exceed 10 business days.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**City of Palm Coast
Sodium Hypochlorite**

**Quantity: approximately 450,000 gallons
General Description of Services**

Section 1 –

Description of Proposal

The purpose of this Invitation to Bid is to solicit Bids to provide and deliver sodium hypochlorite to the City of Palm Coast's Water and Wastewater Utility facilities. The City of Palm Coast Utility Department is soliciting bids for bulk deliveries (e.g., tanker deliveries).

Bidder Qualification/Submittals

For purposes of this Bid, the term "Bidder" shall be defined as the company submitting the proposal and shall include all subsidiaries, affiliates, and subcontractors. As such, any requested documentation shall apply to all subsidiaries and affiliated companies as well as any subcontractors. In the event that a company is using a subcontractor to either manufacture or deliver the product, the requested items (e.g., references, terminations, and safety incidents) shall apply to the subcontractor as well.

Each prospective Bidder shall submit the laboratory analysis results from a sample of their product representative of the Bidder's manufacturing process to one of the approved testing laboratories listed in this Specification for analysis within the past sixty (60) days. *The laboratory analysis shall state the manufacturing location of the sample.* The laboratory shall ascertain whether the Bidder's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate and suspended solids (based on Filter Test time). The cost of the analysis shall be borne by Bidder. Failure to submit a sample or meet the requirements of the Specification shall result in Bidder being disqualified from bidding on this product.

Each prospective Bidder shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants (at least five of each type) in the past two years from the manufacturing location that will supply the product. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Bidder shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past five years for all of its locations. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents") for all chemicals it delivers or manufacturers for the past five (5) years for all of its locations. Failure to

disclose references, terminations, or safety incidents will result in Bidder being disqualified from bidding on this product.

As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Bidder shall submit a list with 24-hour access phone numbers of at least one degreed engineer (preferably a Chemical Engineer) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. Failure to submit this list including all the requirements of the list or to adhere to these requirements will result in Bidder being disqualified from bidding on this product.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

Commercial Conditions (Pricing, Term and Payments)

The price of the sodium hypochlorite shall be fixed for the term of this Purchase Order and shall not be subject to any price escalation or fuel surcharges during the term of the Purchase Order. The term shall be one (1) year with two one year renewal periods. All payments shall be NET 30 days.

General Requirement

Under this schedule, the selected bidder (Contractor) shall furnish liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B-300.10 or latest revision for hypochlorite, except as modified or supplemented herein.

The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct one (1) hour safety seminar on site for staff that handles this material.

Delivery Requirements

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" (or other storage device in electronic format) with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within one week of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Locations

Bulk Delivery Locations by Tanker shall be made to:

- A. Water Treatment Plant No. 1, 4 Corporate Drive, Palm Coast, FL 32137.
Purchaser owns four (4) 1,800-gallon storage tanks. Approximate delivery requirement: 2,250 gallons every week.
- B. Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164.
Purchaser owns two (3) 1,900-gallon storage tanks. Approximate delivery

requirement: 1,750 gallons every week.

C. Wastewater Treatment Plant, 26 Utility Drive, Palm Coast, FL 32137

Purchaser owns two (2) 1,700-gallon storage tanks.

Approximate delivery requirement: 3,200 gallons every two weeks.

D. Water Treatment Plant No. 3, 400 Peavy Grade., Palm Coast, FL 32164.

Purchaser owns two (3) 1,800-gallon storage tanks. Approximate delivery requirement: 1,000 gallons every week.

Sodium Hypochlorite consumption at each location are estimates only and Purchaser shall not be bound by these amounts in any subsequent Purchase Order or Contract. Estimated annual consumption for 2017 is + or - 450,000 gallons total between all four facilities.

Sampling and Testing

Sampling and testing shall be in accordance with EPA and AWWA B300.10 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach*" and "*Suspended Solids Quality Test for Bleach Using Vacuum Filtration*", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>. The approved laboratories are listed below. Should Bidder request to use another laboratory, that laboratory must be certified by the National Environmental Laboratory Accreditation Conference (NELAC) and must be able to meet the following Minimum Detection Limits (MDL): (1) Metals .02 mg/L; (2) Bromate .1 mg/L; (3) Chlorate 20 mg/L; and (4) Chlorine/Excess Caustic 0.1%. Bidder shall provide proof of current NELAC certification and laboratory analysis shall specify the MDL if a non-approved laboratory is used.

Approved Testing Agency

NovaChem Laboratories
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Special Note: Concentration testing for iron and transition metal ions for nickel and copper in sodium hypochlorite is a difficult test and requires high levels of knowledge and experience for accurate and repetitive test results.

Sampling and Testing Prior To Unloading

The Contractor's delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. The Contractor's delivery personnel (driver) shall provide a sample of hypochlorite before the shipment is hooked up and unloaded in the presence of the Purchaser. The Purchaser will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to the Purchaser. The sample shall be considered representative of the lot.

The Purchaser reserves the right to subject samples of the hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by the Purchaser that fails to comply with the specifications shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 45 minutes for this testing to be completed. If testing can not be completed within the 45-minute period, the Purchaser shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Purchaser has the right to procure a shipment from another source. Two rejections of a lot or shipment in any twelve (12) month period shall constitute automatic termination of the Contractor's supply contract with the Purchaser.

Sampling and Test of Shipment after Unloading

The Purchaser reserves the right to subject samples of the hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-99 specifications, and the supplemental specifications included with this document. A combination of two failures to comply with these specifications from either rejections of a shipment or from a subsequent complete laboratory analysis shall result in automatic termination of the Contractor's supply contract of the hypochlorite.

Specifications of Material

Hypochlorite supplied under this contract must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60, Drinking Water Treatment Chemicals Health Effects. The ANSI/NSF certification must be valid when bid is submitted. Copy of ANSI/NSF must be part of the bid package.

It is the responsibility of the supplier to inform the Purchaser that NSF or UL 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 grounds for immediate termination of the contract between Purchaser and Contractor.

Hypochlorite delivered under this contract shall have a minimum of 125 Grams per Liter (GPL) available chlorine equivalent to 10.85 percent sodium hypochlorite by weight). Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment.

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.02 mg/L
Nickel	< 0.02 mg/L
Chlorate	< 1,000 mg/L
Bromate	< 10 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the product.

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 2 minutes for 1000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method developed by Novatek and previously referenced in this Specification.

Manufacturer's Laboratory Reports

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the Purchaser.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight
 - Sodium Hypochlorite
 - Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by the Purchaser unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Quarterly Reports:

At the start of the contract and every 90 days, the Contractor shall utilize an outside testing agency acceptable to both the Purchaser and the Contractor (e.g., one of the approved laboratories referenced in this Specification) to analyze a sample of the sodium hypochlorite delivered to the Purchaser. The Contractor shall supply the

sample container and the driver shall collect the sample from the tank truck. This sample will be given to the Purchaser at the time of the sample and the Purchaser forward the sample to the approved authorized testing agency. Any failure to comply with the specifications shall constitute grounds for cancellation of the contract between Purchaser and Contractor. Charges for the manufacturer's certified report and all quarterly reports by outside testing agencies should be included in the bid price.

Termination

In addition to the various statements in this Specification stating the grounds for automatic termination of the Contractor's contract to supply sodium hypochlorite to Purchaser, the contract will be voided or terminated for any three failures by Contractor to meet any requirement of this Specification in the preceding twelve month period. These failures include, but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the product to meet the specification either prior to unloading, after unloading or as a result of a quarterly analysis, failure to provide a certificate of analysis and failure to respond in a timely manner to any Purchaser emergency.

Bidder's Checklist

The Bidder shall ensure the following information is included in their proposals:

- Pricing for the Sodium Hypochlorite
- Third Party Laboratory Analysis of Sodium Hypochlorite Sample
- Last Three Years of NSF Sodium Hypochlorite Sample Results
- List of References (Ten)
- List Degreed Engineer (One)
- List of Emergency Response Incidents (Last Five Years)
- List of Subcontractors or Affiliates
- List of Safety Incidents (Last Five Years)
- List of Terminations/Debarments (Last Five Years)
- Copy of OSHA Form 300A/300 logs (Last Five Years)
- Copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities (Last Ten Years)
- Affidavit of compliance with NSF-60, AWWA B300-10.

CITY OF PALM COAST Proposal Form

Delivered Price per Gallon for Bulk Deliveries \$ _____ / NO BID

Manufacturing Location _____

Degreed Engineering Support:

(1) (Name/College/Degree/Year of Graduation) _____

Third Party Sample Attached YES / NO

NSF-60 Documentation Attached YES / NO

Ten References Attached YES / NO

Early Terminations/Debarments Attached YES / NO

Safety Incidents Attached YES / NO

Exceptions Noted:

Name of Company: _____

By (Signature): _____

Name: _____

Title: _____

Date: _____

City of Palm Coast
Aluminum Chlorhydrate
Quantity: approximately 130,000 pounds (12,000 gallons)

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per wet pound (delivered) for the purchase of Aluminum Chlorhydrate to be used at the WTP 1 located at: 4 Corporate Dr. North, Palm Coast, Florida 32137 and at WTP 2 located at 50 Citation Blvd, Palm Coast, FL 32164

- Acceptable Standard: Manufactured product must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60. For water treatment
- Delivery will be FOB in bulk shipments of no more than 2,000 gals / 22,000 lbs per shipment to WTP# 1 and/or WTP 2
- Total anticipated Annual Volume (not guaranteed) is 130,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of once yearly to coordinate shipping, safety, unloading, and to inspect the tank and loading system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual (1) hour safety seminar on site for staff that handles this material.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

Aluminum Chlorhydrate
93% Grade NSF

Chemical Analysis

Polyaluminum Chloride 8-24 % as Aluminum Oxide 2 mg/m3 (as AL)
 Chemical Family: Inorganic Salt
 Molecular weight: 133.5 – 174.5
 Color: Clear Amber Liquid
 Odor: Pungent Chlorine odor
 AWWA Reference:

Specification

$Al_2(OH)_xCl_{6-x}$ $0 < x < 6$
 20-83 (basicity)
 Ph: 0.5 – 4.4
 Freezing Point: -20 to -5 C
 Specific Gravity: 1.10 to 1.40 @ 25 C
 ANSI/AWWA B408-93

Delivery Requirements

Contractor shall make “normal” deliveries within five (5) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Aluminum Chlorhydrate in less than 48 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical ordered during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Aluminum Chlorhydrate.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor’s product or impede the unloading process. It is the Contractor’s responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Aluminum Chlorhydrate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser’s intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Aluminum Chlorhydrate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser’s unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver’s license with a Hazardous Material endorsement. Contractor’s drivers shall display its driver’s license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a “CD” with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor’s supply agreement.

The term shall be one (1) year with two one year renewal periods.

Delivery Location

Bulk Delivery Locations by Tanker shall be made to Water Treatment Plant No. 1, 4 Corporate Dr. North, Palm Coast Florida 32137 and to Water Treatment Plant No. 2, 50 Citation Blvd, Palm Coast, FL 32164

For WTP 1 there is one (1) double wall 2500-gallon storage tank. Approximate delivery requirement: 2,000 gallons every 4 months. Anticipated Annual Volume (not guaranteed) is 65,000 lbs. or 6,000 gallons.

For WTP 2 there is one (1) double walled 2550 gallon storage tank. Approximate delivery requirement: 2000 gallons every 4 months. Anticipated Annual Volume (not guaranteed) is 65,000 lbs. or 6,000 gallons.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

**City of Palm Coast
93% Sulfuric Acid Specification**

**Quantity: approximately 1000 wet tons
General Description of Service**

Section 1 –

The City of Palm Coast Public Works Utility Division is seeking a firm price per wet ton (delivered) for the purchase of 93% Sulfuric Acid to be used at the Membrane Softening Water Treatment Plant, located at 50 Citation Boulevard, Palm Coast, Florida 32164.

- Acceptable Standard: 93% Grade Sulfuric Acid (must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60.) Loads having 95% or above concentration strength will be rejected.
- Sulfuric Acid will be shipped as Liquid Sulfuric Acid
- Delivery will be a twenty-three (23) ton minimum load (3,000 gallons).
- Total anticipated Annual Volume (not guaranteed) is 1000 tons (2,000,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Palm Coast, Florida.

**Sulfuric Acid
93% Grade NSF**

Chemical Analysis

H₂SO₄
Specific gravity, in g/cc @ 25 degrees C
Color

Specification

93.17 % Min.
1.84
Water White

Trace Elements

Arsenic (As)	2 PPM
Barium (Ba)	179 PPB
Boron (B)	2 PPM
Carbon (C, org)	2 PPM
Calcium (Ca)	50 PPB
Cadmium (Cd)	30 PPB

Trace Elements

Cobalt (Co)	1260 PPB
Chromium (Cr)	7 PPM
Copper (Cu)	2 PPM
Mercury (Hg)	44 PPB
Potassium (K)	300 PPB
Manganese (Mn)	1200 PPB
Molybdenum (MO)	2 PPM
Sodium (Na)	100 PPB
Nickel (Ni)	2 PPM
Lead (Pb)	4 PPM
Selenium (Se)	38 PPB
Strontium (Sr)	423 PPB
Uranium (U)	<850 PPB
Vanadium (V)	2 PPM
Zinc (Zn)	2 PPM

Delivery Requirements:

Contractor shall make "normal" deliveries within forty-eight (48) hours after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sulfuric acid in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries. Three (3) failures to supply the chemical ordered during "normal deliveries" or one (1) failure during an "emergency delivery" in the above mentioned time frame can result in the immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sulfuric acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

Water Treatment Plant No. 2, 50 Citation Blvd., Palm Coast, FL 32164. Purchaser owns two (2) 7,500-gallon storage tanks. Approximate delivery requirement: 3,000 gallons every five to ten business days.

Bid Evaluation:

Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of Palm Coast
Sulfuric Acid (50%)
Quantity: approximately 7100 gallons

General Description of Services

The City of Palm Coast Utility Department is seeking a firm price per wet ton (delivered) for the purchase of 50% Sulfuric Acid to be used at the Lime Softening Water Treatment Plant, located at 4 Corporate Drive North, Palm Coast, Florida 32137.

- Acceptable Standard: 50% Grade Sulfuric Acid (must be certified by an ANSI accredited certifier as being in full compliance with NSF/ANSI Standard No. 60).
- Sulfuric Acid will be shipped as Liquid Sulfuric Acid
- Delivery will be a five hundred gallon minimum load.
- Total anticipated Annual Volume (not guaranteed) is 7100 gallons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- The term shall be one (1) year with two one year renewal periods.
- Deliveries will be between the business hours of 7:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. Wtp1, 4 Corporate Drive North, Palm Coast, Florida 32137.

**Sulfuric Acid
50% Grade NSF**

Chemical Analysis	Specification
H ₂ SO ₄	50.00 Min.
Specific gravity, in g/cc @ 25 degrees C	1.84
Color	Water White

Trace Elements

Arsenic (As)	2 PPM
Barium (Ba)	179 PPB
Boron (B)	2 PPM

Trace Elements

Carbon (C, org)	2 PPM
Calcium (Ca)	50 PPB
Cadmium (Cd)	30 PPB
Cobalt (Co)	1260 PPB
Chromium (Cr)	7 PPM
Copper (Cu)	2 PPM
Mercury (Hg)	44 PPB
Potassium (K)	300 PPB
Manganese (Mn)	1200 PPB
Molybdenum (MO)	2 PPM
Sodium (Na)	100 PPB
Nickel (Ni)	2 PPM
Lead (Pb)	4 PPM
Selenium (Se)	38 PPB
Strontium (Sr)	423 PPB
Uranium (U)	<850 PPB
Vanadium (V)	2 PPM
Zinc (Zn)	2 PPM

Delivery Requirements

Contractor shall make “normal” deliveries within three (3) days after receipt of order and must make “emergency” deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sulfuric acid in less than 36 hours. Purchaser shall endeavor to minimize the number of “emergency” deliveries. Three (3) failures to supply the chemical ordered during “normal deliveries” or one (1) failure during an “emergency delivery” in the above mentioned time frame can result in immediate termination of the contract between the vendor and the purchaser.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sulfuric acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sulfuric acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

Delivery Location

Bulk Delivery Locations by Tanker shall be made to:

Water Treatment Plant No. 1, 4 Corporate Drive North, Palm Coast, FL 32137. Purchaser owns three (3) 500-gallon storage tanks. Approximate delivery requirement: 500 gallon minimum orders.

Bid Evaluation

The Proposal Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF PALM COAST RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

CITY OF ST. AUGUSTINE

ITB-PWU-16-14-Co-Op Annual Supply of Chemicals for Water and Wastewater

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

City of St. Augustine
Type of Chemical: Anhydrous Ammonia
Quantity: approximately 3,500 lbs.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price Anhydrous Ammonia to be used at the Membrane Softening R.O. Plant , Located at 254 West King St. , St. Augustine, Florida 32084

- Acceptable Standard: either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Ammonia will be delivered as (price per lb.)
- Delivery will be a thirty-five hundred (35) lbs. minimum load.
- Total anticipated Annual Volume (not guaranteed) is 14,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of anhydrous ammonia in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking anhydrous ammonia.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of anhydrous ammonia shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake

receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled anhydrous ammonia. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant. 254 West King St. St. Augustine Florida 32084.** Purchaser owns One (1) 4000 lb. Tank. Approximate delivery requirement 3,500 lbs. every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical AntiScalant
Quantity: approximately 275 gals. per tote

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per gal. AntiScalant, to be used at the Membrane Softening Water Treatment Plant, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Caustic will be delivered as (price per gallon).
- Delivery will be a minimum load of four (4) totes (1,100 gallons).
- Total anticipated Annual Volume (not guaranteed) is eight (8) totes (2,200 gallons).
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of AntiScalant in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking AntiScalant.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of AntiScalant shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled AntiScalant. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Truck shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Approximate delivery requirement: four (4) totes, (1,100 gal.) every 150 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical: Calcium Hypochlorite (HTH)
Quantity: approximately 2,000 lbs.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per ton (delivered) for the purchase of Calcium Hypochlorite (HTH) to be used at the Lime Softening Water Treatment Plant located at: 254 West King Street, St. Augustine, Florida 32084.

- Acceptable Standard: must meet NSF Standard 60 specifications, at the time of bid submittal.
- Calcium Hypochlorite will be delivered as HTH (price per lb.)
- Delivery will be one (1) two thousand pound (2,000 lb.) load.
- Total anticipated Annual Volume (not guaranteed) is 2,000 lbs.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hydroxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Calcium Hypochlorite (HTH).

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Calcium Hypochlorite (HTH) shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake

receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Calcium Hypochlorite (HTH). If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Truck shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser has storage facility. Approximate delivery requirement: 2,000 lbs. every 365 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical Carbon Dioxide
Quantity: approximately 4,000 lbs.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per lb. Carbon Dioxide, to be used at the Membrane Softening Water Treatment Plant, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- CO2 will be delivered as (price per pound).
- Delivery will be a four thousand (4,000) pound minimum load.
- Total anticipated Annual Volume (not guaranteed) is (12,000 lbs.)
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of carbon dioxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking carbon dioxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of carbon dioxide shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled carbon dioxide. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser owns one (1) 4,500 lb. storage tank. Approximate delivery requirement: 4,000 lbs. every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical OrthoPhosphate
Quantity: approximately 275 gals. (per tote)

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per gallon of Aquacross Ortho Phosphate, to be used at the Membrane Softening Water Treatment Plant, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- OrthoPhosphate will be delivered as (price per gallon).
- Delivery will be a minimum load of four (4) totes (1,100 gallons).
- Total anticipated Annual Volume (not guaranteed) is eight (8) totes (2,200 gal.).
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Ortho Phosphate in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking OrthoPhosphate.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of OrthoPhosphate shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a

Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled OrthoPhosphate. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Truck shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Approximate delivery requirement: four (4) totes (1,100 gal.) every 150 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical Quicklime Granular
Quantity: approximately 20 tons

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per ton (delivered) for the purchase of Quicklime Granular to be used at the Lime Softening Water Treatment Plant located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard: HiCal Q L #10X0" Bulk 500mg/liter must meet NSF Standard 60 specifications, at the time of bid submittal.

Quicklime will be delivered as (price per ton)

- Delivery will be a twenty (20) ton minimum load.
- Total anticipated Annual Volume (not guaranteed) is 240 tons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hydroxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking quicklime granular.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of quicklime granular shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a

Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled quicklime granular. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser owns one (1) 75,000 lb. storage silo. Approximate delivery requirement: 20 tons every 30 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Sodium Hydroxide
Quantity: approximately 625 wet tons

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price per wet ton (delivered) for the purchase of Sodium Hydroxide to be used at the Membrane Softening Water Treatment Plant #2, located at: 254 West King Street, St. Augustine, Florida 32084

- Acceptable Standard: 25% Grade Sodium Hydroxide (Caustic), either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Caustic will be delivered as liquid caustic (price per wet ton).
- Delivery will be a four (4) wet ton minimum load.
- Total anticipated Annual Volume (not guaranteed) is 2,500 wet tons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Sodium Hydroxide in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Sodium Hydroxide.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hydroxide shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser

approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sodium Hydroxide. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to: City of St. Augustine Water Treatment Plant, 254 West King St., St. Augustine, Florida 32084. Purchaser owns one (1) 6,500 gallon storage tank. Approximate delivery requirement: 625 wet tons every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical: Sodium Hypochlorite
Quantity: approximately 5,000 Gals.

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price Sodium Hypochlorite to be used at the Membrane Softening R.O. Plant , Located at 254 West King St. , St. Augustine, Florida 32084

- Acceptable Standard: 12% Grade Sodium Hypochlorite (Bleach), either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Hypochlorite will be delivered as liquid Bleach (price per gallon).
- Delivery will be a ten thousand (10,000) gallon minimum load.
- Total anticipated Annual Volume (not guaranteed) is 520,000 gallons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of sodium hypochlorite in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled sodium hypochlorite. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant. 254 West King St. St. Augustine, Florida 32084.** Purchaser owns two (2) 6,500 gallon tanks. Approximate delivery requirement 10,000 gallons every seven (7) business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

City of St. Augustine
Type of Chemical: Sulfuric Acid
Quantity: approximately 4,500 Gallons

General Description of Services

The City of St. Augustine Utility Department is seeking a firm price Sulfuric Acid to be used at the Membrane Softening R.O. Plant, Located at 254 West King St., St. Augustine Florida 32084

- Acceptable Standard: 95% Strength, either Rayon or Membrane grade and must meet NSF Standard 60 specifications, at the time of bid submittal.
- Sulfuric Acid will be delivered as (price per gallon).
- Delivery will be four thousand five hundred (4,500) gallon minimum load.
- Total anticipated Annual Volume (not guaranteed) is 18,000 gallons.
- The bidder must submit a certificate of compliance and a certified analysis, as to the composition of the product with the bid.
- The successful bidder's shipper is responsible for matching our receiving tank equipment with the proper tank truck discharge system.
- The successful bidder will provide a representative to visit the plant a minimum of two (2) times per year to coordinate shipping, safety, unloading, and to inspect the results of the product on the feed system.
- The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and conduct an annual one (1) hour safety seminar on site for staff that handles this material.
- The successful bidder will supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries will be between the business hours of 8:00 AM and 5:00 PM Monday through Friday with exception of holidays. F.O.B. St. Augustine, Florida.

Delivery Requirements:

Contractor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the Purchaser from running out of Sulfuric Acid in less than 36 hours. Purchaser shall endeavor to minimize the number of "emergency" deliveries.

The Contractor shall be responsible for any spills resulting 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. 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. The Purchaser reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking Sulfuric Acid.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sulfuric Acid shall be supplied by the Contractor and shall be clean and free from contaminating material. The Purchaser may reject a load if the equipment is not properly cleaned. The Contractor shall furnish a Purchaser approved, leak-free connection device between the trailer and the Purchaser's intake receptacle. The Contractor

shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled Sulfuric Acid. If the spill is not cleaned up, the Purchaser will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If the Purchaser's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.

Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Purchaser during the delivery. In addition, Contractor shall supply purchaser a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Purchaser shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Purchaser shall result in rejection of delivery and could result in termination of the Contractor's supply agreement.

A certificate of compliance and certified analysis as to the composition of the product must be provided with each delivery.

Delivery Location:

Bulk Delivery Locations by Tanker shall be made to:

- **C.O.S.A. Water Treatment Plant, 254 West King St. St. Augustine, Florida 32084.** Purchaser owns one (1) 5,000 gallon tank. Approximate delivery requirement 4,500gallons every 90 business days.

Bid Evaluation:

The Bid Evaluation shall consider many factors including price, product quality, previous performance, safety, reliability, and reference checks. Because of the hazardous nature of the product and the relatively short shelf-life of the product, strong consideration shall be given to the Bidder's quality, safety record, reliability, and previous performance in awarding the contract for the product.

IN THE EVENT THE SUPPLIER IS UNABLE TO SUPPLY, THE CITY OF ST. AUGUSTINE RESERVES THE RIGHT TO PURCHASE SUPPLIES FROM THE BEST AVAILABLE SOURCE.

Section 2 – Instructions to Bidders

CONTACT: All prospective Bidders are hereby instructed not to contact any member of the City of Palm Coast City Council, City Manager, or City of Palm Coast staff members, other than the noted contact person(s), regarding this bid at any time prior to the bid having been formally presented to, and voted on by, the City Council. Any such contact shall be cause for rejection of the bid.

PUBLIC OPENING: Bids shall be received at the City of Palm Coast Purchasing & Contracts Management Division, 160 Lake Avenue, Suite 221, Palm Coast, FL 32164 by the specified time and date. The bids shall be opened publically and the names of the Bidders shall be read aloud at that time. Persons with disabilities needing assistance to participate in the Public Opening should contact Brian Rothwell at 386-986-3771 or at brothwell@palmcoastgov.com at least 48 hours in advance of the Public Opening.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Bidders of all changes in scheduled due dates by posting the notification in the form of addenda on the Purchasing page of the City's website.

BID SUBMISSION AND WITHDRAWAL: The City will receive bids at the above address. The outside of the envelope/container must be identified with the bid number and title as stated above. The envelope/container must also include the Bidder's name, return address and phone number.

Failure of the Bidder to provide the above information on the outside envelope/container may result in the rejection of the bid.

Bids received after the specified time and date shall be returned unopened. The time and date will be scrupulously observed. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located at the front desk of the City of Palm Coast City Offices shall serve as the official authority to determine lateness of the bid.

The City cautions Bidders to assure actual delivery of mailed or hand-delivered bids prior to the deadline set for receiving bids. Telephone confirmation of timely receipt of the bid may be made by calling 386-986-3770, before the 2:00pm deadline.

Bidders shall submit **TWO (2) COMPLETE SETS** (one (1) original and (1) copy) of the complete bid with all supporting documentation in a sealed envelope/container marked as noted above. The Bidder may submit the bid in person or by mail. Bid shall be identified as *Original* and *Copy*.

Bidders may withdraw their bids by notifying the City in writing at any time prior to the time set for the bid deadline. Bidders may withdraw their bids in person or through an authorized representative. Bidders and authorized representatives must disclose their identity and provide a signed receipt for the bid. Bids, once opened, become the property of the City and will not be returned to the Bidders.

BID SECURITY: A certified check, cashier's check or bid bond shall accompany each bid if the bid amount is one-hundred thousand dollars (\$100,000) or greater. The certified check, cashier's check or bid bond shall be for an amount not less than five percent (5%) of the bid price and shall be made payable to the City as a guarantee that the bidder will not withdraw his/her bid for a period of ninety (90) days after bid closing time.

INQUIRIES: All Bidders shall carefully examine the Bid documents. Any ambiguities or inconsistencies shall be brought to the attention of the Purchasing & Contracts Management Division in writing prior to the due date. Failure to do so, on the part of the Bidder, shall constitute an acceptance by the Bidder of any subsequent

decision. Any questions concerning the intent, meaning and interpretations of the Bid documents, including the attached draft agreement, shall be requested in writing, and received by the Purchasing & Contracts Management Division at least seven (7) business days prior to the due date. The City will not be responsible for any oral instructions made by any employee(s) of the City in regard to this bid. All inquiries shall be directed to

Brian Rothwell at Telephone No. 386-986-3771, Fax No. 386-986-3724 or brothwell@palmcoastgov.com.

ADDENDA: Should revisions to the bid documents become necessary, the City will post addenda information on the City's website. All Bidders should check the City's website or contact the Purchasing & Contracts Management Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the bid as unresponsive. Bidder shall sign, date and return the acknowledgement page of all addenda with their Bid. Addenda information will be posted on the City's website at www.palmcoastgov.com/government/purchasing. **It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda.**

SELECTION PROCESS AND AWARD: The award will be made to the lowest priced, responsive, responsible Bidder consistent with the process and award criteria herein. The City reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment, will best serve the City's interest. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The Bidder(s) understands that this Bid does not constitute an agreement or a contract with the Bidder. The City reserves the right to reject all bids, to waive any formalities, to solicit and re-advertise for new bids or to abandon the project in its entirety. The right is reserved to make a separate award of each item, group of items or all items, and to make an award, in whole or in part, whichever is deemed in the best interest of the City. In evaluating Bids, the City shall consider the information provided by the Apparent Low Bidder as described in these "INSTRUCTIONS TO BIDDERS".

Any of the following causes may be considered as sufficient grounds for disqualification of a Bidder or the rejection of a Bid:

- (a) Submission of more than one (1) Bid for the same Work by any entity under the same or different names.
- (b) Evidence of collusion among Bidders.
- (c) Submission of an unbalanced Bid in which prices quoted for some items are out of proportion to the prices quoted for other or similar items in the same Bid.
- (d) Lack of responsibility as shown by past Work from the standpoint of life safety including, but not limited to, strict adherence to all maintenance of traffic requirements of the City, workmanship, progress and financial irresponsibility.
- (e) Uncompleted Work for which the Apparent Low Bidder is committed by contract which might hinder or prevent the prompt completion of Work under this Bid if an Agreement would have been awarded to the Apparent Low Bidder.
- (f) Falsification of any entry made on the Bid Documents shall be deemed a material irregularity and will be grounds, at the City's option, for disqualification of the Apparent Low Bidder or rejection of the Bid.
- (g) Non-compliance with the submittal requirements of these Instructions to Bidders.

- (h) This section shall be construed liberally to benefit the public and not the Apparent Low Bidder; however, any other evidence which may hinder or otherwise delay completion of the Project may be grounds for disqualification.

AWARD CRITERIA: The recommendation of award will be based on, but not limited to, the following criteria:

- (a) The ability, capacity and skill of the Apparent Low Bidder to perform the Work.
- (b) Whether the Apparent Low Bidder can perform the Work promptly, or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment and efficiency of the Apparent Low Bidder.
- (d) The quality of performance of previous contracts or services to the City of Palm Coast or any other agency or client.
- (e) The previous and existing compliance by the Apparent Low Bidder with Purchasing & Contracts Management procedures, the life safety requirements of the City and other laws, ordinances and regulations.
- (f) The sufficiency of the financial resources and ability of the Apparent Low Bidder to perform the Work.
- (g) The quantity, availability and adaptability of the Apparent Low Bidder to perform the Agreement or service to the particular needs of the City.
- (h) The ability of the Apparent Low Bidder to retain employees for the purpose of this Work.
- (i) The experience of the Apparent Low Bidder performing in a similar manner as required by this Agreement, shall have a minimum of three (3) consistent satisfactory years and/or the Apparent Low Bidder's Owner, Officer, or Share Holder shall have the necessary required experience to be able to bid.
- (j) The type, structure and experience of the local or branch management proposed.
- (k) Quality Control Program.
- (l) Claims and Litigation filed against the Apparent Low Bidder or filed by the Apparent Low Bidder for equitable adjustment, contract claim or litigation in the past five years.
- (m) Reprimand of any nature or suspension by the Department of professional Regulation or any other regulatory agency or professional association within the last five years.
- (n) At the time of opening and upon review of the bid submittals, the City reserves the right to request all required forms/attachments **(other than the bid form and issued addenda)** that may have not been submitted at the time of submittal. The respondent shall have twenty-four (24) hours from the City's request to supply this information to the City for their bid to be considered valid.
- (o) Consistent with City of Palm Coast Ordinance 2007-17, the City may give a preference to local businesses in awarding contracts. In evaluating the bids, the amount of the local bidder's bid shall not exceed 5% of the total bid price of other non-local bidders if the cost differential does not exceed \$10,000 for procurement activities in amounts over \$30,000. A business located within the City limits shall receive the bid preference set forth in the Ordinance; however, if no bidder is located within the City limits, the bid preference may be given to a business located within Flagler County.

BID PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Bid. Bidders should prepare their bids simply and economically, providing a straightforward and concise description of the Bidder's ability to meet the requirements of the Bid.

ACCURACY OF BID INFORMATION: Any bid submitted to the City which contains information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect shall be disqualified and not considered.

CONTRACT ADMINISTRATOR: Under this contract, the City of Palm Coast may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as, but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between the City of Palm Coast Purchasing Department (which has the overall administrative responsibilities) and the successful bidder.

PACKING SLIPS: or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful bidder, (b) name and address of receiving department and/or delivery location, (c) City of Palm Coast Purchase Order number, and (d) descriptive information of the equipment delivered including serial number, quantity, number of containers, etc.

EQUIVALENT MATERIALS AND EQUIPMENT: Whenever Materials or Equipment are specified or described in the Specifications by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, Materials or Equipment of other Suppliers may be accepted by the City if sufficient information is submitted by Applicant to allow the City to determine that the Material or Equipment proposed is equivalent to that named.

Requests for review of substitute items of Material and Equipment will not be accepted by the City from anyone other than Applicant. If Applicant wishes to furnish or use a substitute item of material or equipment, Applicant shall indicate this action with his solicitation by making written application to the City for acceptance thereof, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified, be suited to the same use and capable of performing the same function as that specified.

All variations of the proposed substitute from that specified shall be identified in the solicitation and the Applicant is responsible for any expense incurred by the City from evaluation and acceptance of the proposed substitute, including claims of other Applicants affected by the resulting substitute, all of which will be considered by the City in evaluating the proposed substitute. The City may require Applicant to furnish, at Applicant's expense, additional data about the proposed substitute.

The City shall be the sole judge of acceptability and no substitute shall be ordered without the City's acceptance. However, the City reserves the right to reject any proposed substitute which would result in an increase in Contract Price and the City may require Applicant to furnish, at Applicant's expense, a special performance guarantee or other Surety with respect to any substitute. If approval is given, Applicant shall not be excused from performing in conformity with the requirements of the Contract Documents.

Applicant assumes sole responsibility for verifying that the proposed substitute items are in accordance with the requirements of the Contract Documents and that the specifications and all other features of substitute items are suitable for their intended purpose.

INSURANCE: Misrepresentation of any material fact, whether intentional or not, regarding the Bidder's insurance coverage, policies or capabilities may be grounds for rejection of the bid and rescission of any ensuing contract. **Copy of the insurance certificate shall be furnished to the City prior to commencement of Work.**

LICENSES: Bidders, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of Bid for the type of goods/services to be provided. Should the Bidder not be fully licensed and certified, his/her bid shall be rejected. If applicable, any permits, licenses or fees required shall be the responsibility of the Bidder. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Bidder.

POSTING OF BID AWARD: Recommendation for award will be posted on the Purchasing & Contracts Management Division page of the City's website: www.palmcoastgov.com/government/purchasing prior to submission through the appropriate approval process.

BID PROTEST: Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Purchasing & Contract Bid Protests procedures.

A vendor/bidder may protest matters involving the award of this contract within three (3) business days from the posting of the recommendation to award. Failure to protest to the City's Purchasing Manager shall constitute a waiver of protest proceedings.

Any decision of the Purchasing Manager may be appealed to the City Manager by filing a written appeal to the City Manager within seven (7) days of the Purchasing Manager's decision. Any decision of the City Manager may be appealed to the City Council by filing a written appeal to the City Clerk within seven (7) days of the City Manager's decision. The same procedures as above shall apply to contest the award of the contract.

PUBLIC RECORDS: Upon award recommendation or thirty (30) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The City will be the sole judge in evaluating compliance with Public Records Law.

PROHIBITION AGAINST CONTINGENT FEES: The Bidder warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Bidder, to solicit or secure this Agreement and that the Bidder has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Bidder, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ACCEPTANCE / REJECTION: The City reserves the right to accept or reject any or all bids. The City reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City reserves the right to inspect all facilities of Bidders in order to make a determination as to the foregoing. The City reserves the right to waive any irregularities, informalities, and technicalities and may, at its discretion, request a re-procurement.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are

inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The City reserves the right, before award, to require a Bidder to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available, such as financial, technical, and other qualifications and abilities of the Bidder, including past performance (experience) with the City. This information will be used to determine the Bidder's responsibility.

BIDS TO REMAIN FIRM: All Bids shall remain firm for a minimum of one-hundred and twenty (120) days after the day of the Bid opening to allow for the evaluation, selection process and proper execution of the Agreement. If need be, that time may be extended up to an additional ninety (90) days. Extensions of time when Bids shall remain opened beyond the additional ninety-day period may be made only by mutual agreement between the City and the apparent winning Bidder. The successful Bidder must maintain the bid prices firm for a minimum of one (1) year after the contract is executed. No cost increase will be authorized during the first year of the agreement.

PRICE REDETERMINATION – FUEL: The Contractor may petition the Manager of the Purchasing & Contract Management Division for price re-determination if/when the price of fuel increases by a minimum of ten (10%) percent. Any price re-determination will be solely based upon changes as documented by the Producer Price Index (PPI) for the commodity "Gasoline - WPU0571" or "#2 diesel fuel - WPU057303" as published by the Bureau of Labor Statistics, which can be found on-line at <http://stats.bls.gov>. The base index number will be the month of the due date of the solicitation. Subtracting the base index number from the current index number and dividing the result by the base index number calculates the maximum percentage increase allowed. Any price re-determination will include all items awarded. If the City and the Bidder cannot agree on price re-determination, the contract will expire. Vendors shall provide documentation to illustrate what percentage of the price is related to fuel, as the increase shall be calculated based upon the percentage of the cost associated to the cost of fuel (see example below). Failure to provide the detailed cost analysis with each request for a price re-determination due to fuel price escalation shall preclude any price re-determination due to fuel costs.

Example:

- Fourteen (14%) percent of the cost to provide product/service is attributed to the cost of fuel.
- Current PPI is \$264.52 264.52
- PPI in the month the solicitation closed was \$158.73 -158.73
- 105.79
- \$105.79 divided by \$158.73 = .666%
- The unit cost of the service is \$100.00
- 14% of \$100.00 = \$14.00
- \$14.00 x .666 = \$9.32
- New unit price for the product/service is \$109.32

If the Manager of the Purchasing & Contract Management Division grants an increase in the contract price based upon increases in gasoline and/or diesel prices, then the manager may also adjust the contract price downward if the cost of gasoline and/or diesel decreases by ten percent (10%) or more from the date of the last increase in the contract price.

This clause may be used in addition to any other price re-determination clause in this invitation. If the City and the Bidder cannot agree on any price re-determination, then the contract will expire without prejudice thirty (30) days after the impasse is reached or at the end of the then current term, whichever one is last.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show the number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified, and incorporated into contract or purchase order document. Delivery shall be to the location specified in the bid specifications. F.O.B. POINT: The F.O.B. point shall be destination. Bid responses showing anything other than F.O.B. Destination will not be accepted. The prices bid shall include all costs of loading, transporting and delivery to designated point(s) within the City.

PURCHASING PROCEDURES: The Purchasing & Contract Management Division procedures apply in their entirety with respect to this Bid.

AFFIRMATION: By submission of a bid, Bidder affirms that his/her bid is made without prior understanding, agreement or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. Bidder agrees to abide by all conditions of this Invitation To Bid and the resulting contract.

MISTAKES IN BID: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at Bidder's risk. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

QUANTITIES: The City will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. The City reserves the right to purchase any, all or none of its requirements from vendors awarded a contract as a result of this solicitation. All quantities as shown are approximate and no guarantee is made.

SAMPLES: When requested, samples shall be furnished free of expense to the City of Palm Coast.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify the Purchasing And Contracts Management Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL AGENCIES: All Applicants submitting a response to this solicitation agree that such response also constitutes a submittal to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Applicant feel it is in their best interest to do so.

Each governmental agency desiring to accept these submittals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it and no agency assumes any liability by virtue of this solicitation.

This agreement in no way restricts or interferes with the right of any governmental agency to re-solicit any or all items.

NON-APPROPRIATION OF FUNDS: In the event that insufficient funds are appropriated and budgeted or funding is otherwise unavailable in any fiscal period for this Project, the City shall have the unqualified right to terminate the Work Order(s) or Agreement upon written notice to the Proposer without any penalty or expense to the City. No guarantee, warranty or representation is made that any particular work or any project(s) will be assigned to any firm(s).

Section 3 – Instructions for the Preparation of Bids

The Bidder(s) warrants his/her response to this Invitation to Bid to be fully disclosed and correct. The firm must submit a bid complying with this Invitation to Bid, and the information, documents and material submitted in the bid must be complete and accurate in all material aspects.

Bidders are advised to carefully follow the instructions listed here in order to be considered fully responsive to this bid. Bidders are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Bidder. Failure to provide requested information may result in disqualification of response.

REQUIRED SUBMITTALS:

Cover Page (Invitation To Bid – included in the Required Submittals Packet):

- Name of Individual, Partnership, Company, or Corporation submitting bid.
- Signature(s) of representative(s) legally authorized to bind the Bidder.
- Address, Telephone Number, Fax Number and all required information.

Price Schedule: The Bidder shall use the Price Proposal forms included in the Bid Documents. Price Bids not submitted on the attached forms shall render the bid unresponsive.

Attachments:

Conflict of Interest Statement (Attachment A): Complete the form included in this package.

Compliance with the Public Records Law (Attachment B): Complete the form included in this package.

Bidder's Certification (Attachment C): Complete the form included in this package.

Drug-Free Workplace (Attachment D): Complete the form included in this package.

American with Disabilities Act Form (Attachment E): Complete the form included in this package.

References (Attachment F): Complete the form included in this package.

Identical Tie Proposals (Attachment G): Complete the form included in this package.

Summary of Litigation and License Sanctions (Attachment H): Complete the form included in this package.

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment I): Complete the form included in this package.

Certificate of Corporation (Attachment J): Complete the form included in this package.

Public Entity Crime Form (Attachment K): Complete the form included in this package.

Vendor Certification Regarding Scrutinized Companies List (Attachment L): Complete the form included in this package (if applicable).

Section 4 – Price Schedule

Project: **Co-Op Annual Supply of Chemicals for Water and Wastewater**

City Contract Number: **ITB-PW-U-16-14**

Name of Bidder: _____

Mailing Address: _____

Street Address: _____

City/State/Zip: _____

Phone Number: (_____) _____

FAX Number: (_____) _____

ALL PRICES F.O.B. PALM COAST

Pursuant to and in compliance with the Invitation To Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized themselves with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to deliver materials/services in a workmanlike manner and in strict conformity with Contract Documents, including Addenda Nos. _____ through _____ **(which must be turned in with the bid)**, on file at the Purchasing & Contract Management Division for the amount hereinafter set forth. Prices shall include all applicable taxes.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he/she proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the City in the form set forth in the Contract Documents and that he/she will furnish Insurance Certificates.

IN WITNESS WHEREOF, Bidder has hereunto executed this form this _____ day of _____, 20____.

(Name of Bidding Firm)

(Signature of person signing form)

(Printed name of person signing form)

(Title of person signing form)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Insert Bid Form here.

Attachment A Conflict of Interest Statement

STATE OF FLORIDA)

) ss

CITY OF _____)

Before me, the undersigned authority, personally appeared _____, who was duly sworn, deposes, and states:

1. I am the _____ of _____ with a local office in _____ and principal office in _____.

2. The above named entity is submitting an Expression of Interest for the City of Palm Coast project described as: ***ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater.***

3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting Proposals for the same project.

5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.

6. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.

7. Neither the entity, nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of City of Palm Coast.

9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with City of Palm Coast.

Continued on next page.

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

Attachment A Conflict of Interest Statement (Continued)

10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify City of Palm Coast in writing.

DATED this _____ day of _____, 20____.

Signature of Affiant

Typed/Printed Name of Affiant

Title

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ or produced identification _____ (type of identification).

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment B

Compliance with the Public Records Law

Upon award recommendation or thirty (30) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your firm's credit data to the City of Palm Coast.

If the company submits information exempt from public disclosure, the company must identify with specify which pages/paragraphs of their bid/bid package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the City of Palm Coast in the event we are forced to litigate the public records status of the company's documents.

The City shall make final determinations as to Public Records Law Compliance.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project: ***ITB-PW-U-16-14 - Co-Op Annual Supply of Chemicals for Water and Wastewater***

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment C Bidder's Certification

I have carefully examined the Invitation To Bid, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of these Bid Documents.

I hereby propose to furnish the goods or services specified in the Invitation To Bid at the prices, rates or discounts quoted in my bid. I agree that my submittal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the bids.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Purchasing & Contracts Division prior to award.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY of Palm Coast or of any other Bidder interested in said proposal; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business: _____

Sworn to and subscribed before me

By: _____

This _____ day of _____ 20____.

Signature

Signature of Notary (& Stamp)

Name & Title, Typed or Printed

Notary Public, State of _____

Mailing Address

Personally Known _____ or

City, State, Zip Code

Produced Identification _____
(type of identification)

Telephone Number

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment D Drug-Free Work Place Form

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature

Print Name & Title

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment E Americans with Disabilities Act Affidavit

The undersigned Contractor swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding CITY.

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the Contractor or any other party or parties to the Agreement for failure to comply with the ADA. The Contractor agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the Contractor's acts or omissions in connection with the ADA.

Contractor: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Affix Corporate Seal

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ of _____ firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

(Seal)

Print Name _____
Notary Public in and for the County and State Aforementioned
My commission expires: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment F References

Proposer shall provide a minimum of three references for which they are currently providing, or have provided, this type of service/commodity.

1. Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ FAX Number _____
 Duration of Contract or business relationship _____

2. Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ FAX Number _____
 Duration of Contract or business relationship _____

3. Company Name _____
 Contact Name and Title _____
 Address _____
 Phone Number _____ FAX Number _____
 Duration of Contract or business relationship _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment G Identical Tie Proposals

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE

COMPANY

DATE

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment H

Summary of Litigation and License Sanctions

*If not applicable, please state so.

Litigation: Provide a summary of all litigation, claim(s), or contract dispute(s) filed by or against the Bidder in the past five (5) years that are related to the services the Bidder provides in the regular course of business. The summary shall state the nature of the litigation, claim or contract dispute, a brief description of the case, the outcome or projected outcome, and monetary amounts involved.

License Sanctions: List any regulatory or license agency sanctions within the past five (5) years.

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment I

Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733)

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by and Federal department of agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attached an explanation to this proposal.

Organization Name

Name and Title of Authorized Representative

Signature

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

INSTRUCTIONS FOR DEBARMENT CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The Certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, “voluntarily exclude”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining copy of these regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions”, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a perspective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith and certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Attachment J Certificate of Corporation

*Dates Not Required Until Award of Contract.

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF _____

FEI NUMBER _____

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____, 20____. The following resolution was duly passed and adopted:

“RESOLVED, that _____ as President of the corporation is hereby authorized to execute the Contract dated _____, 20____, between The City of Palm Coast, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This _____ day of _____, 20____.

Corporate Secretary (printed)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment K Public Entity Crime Form

Any person or affiliate who has been placed on the convicted vendor list following a conviction to a public entity may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor supplier, subcontractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

_____ Authorized Agent or Official for _____
by signing below hereby certifies that neither he/she nor the firm of _____
is or has been placed on the convicted vendor list, now or within the period of thirty six (36) months.

Signed By: _____
President/Authorized Agent or Official

Witnessed By: _____

State Of: _____

County Of: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, President, Authorized Agent or Official of _____, a Florida Company, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Notary Public, State of Florida

Commission No. _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

Attachment L

Vendor Certification Regarding Scrutinized Companies List

*If bid amount is **less** than one million dollars (\$1,000,000), this form is **not** required.

Respondent Vendor's Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Fax Number: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____,
who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name & Title: _____

Date: _____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID.

The Contract on the Following Pages is a Draft Price Agreement for the City of Palm Coast Only.

This Draft Contract is representative of the Contract the successful bidder(s) shall be required to execute. Any requests for changes to the Contract verbiage must be made prior to bid closing as no changes will be permitted after that date.

_____/CITY OF PALM COAST PRICE AGREEMENT

THIS AGREEMENT made and entered into the ____ day of _____, 20__ , between _____, hereinafter referred to as “CONTRACTOR” and the City of Palm Coast, a municipal corporation of the State of Florida, whose address is 160 Lake Avenue, Palm Coast, Florida 32164, hereinafter referred to as the “CITY.”

WITNESSETH:

WHEREAS, the CITY desires to procure goods from a competent and qualified CONTRACTOR providing **Chemicals for Water and Wastewater** for the CITY; and

WHEREAS, the CITY has requested and received bids/quotes for the goods to be provided to the CITY; and

WHEREAS, the CONTRACTOR is competent and qualified to provide the desired goods to the CITY at the prices established according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the CITY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The CITY does hereby retain the CONTRACTOR to furnish **Chemicals for Water and Wastewater** as further described in Exhibit “A” hereto which is made a part hereof. Required amounts shall be specifically enumerated, described and depicted in the purchase orders authorizing delivery of goods. This Agreement standing alone does not authorize delivery of goods or require the CITY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the CITY and shall terminate on September 30, 2017. Following the initial term and at the sole option of the CITY, the Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon purchase orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the goods authorized by the purchase order as well as periods of warranty and guarantee.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for delivery of goods to the CITY under this Agreement shall be in the form of written purchase orders issued and executed by the CITY

Attachment: Project Manual (contract) 666-7099 (1788 : Fiscal Year 2017-18 Water and Waste Treatment Chemicals)

and signed by the CONTRACTOR. Each purchase order shall describe the goods required and shall state the date or dates for delivery and establish the amount and method of payment. The purchase orders will be issued under and shall incorporate the terms of this Agreement regardless of their text. The CITY makes no covenant or promise as to the number of purchase orders nor that, the CONTRACTOR will be engaged for any purchase order with the CITY during the life of this Agreement. The CITY reserves the right to contract with other parties for the goods contemplated by this Agreement when it is determined by the CITY to be in the best interest of the CITY to do so.

SECTION 4. TIME FOR DELIVERY. The goods to be provided by the CONTRACTOR to the CITY shall be delivered, as specified in each purchase order as may be issued hereunder.

SECTION 5. COMPENSATION. The CITY agrees to compensate the CONTRACTOR for the goods called for under this Agreement as set forth in the pricing table attached as Exhibit “B.”

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall supply all goods required by each purchase order, but, in no event, shall the CONTRACTOR be paid more than the compensation amount stated within each purchase order consistent with the provisions of Exhibit “B.”

(b) The CONTRACTOR shall invoice the CITY the amount due based on the goods provided under the purchase order; but, in no event, shall the invoice amount exceed the amount of goods actually provided.

(c) Payments shall be made by the CITY to the CONTRACTOR not more than once monthly. Each purchase order shall be invoiced separately. The CONTRACTOR shall render to CITY, at the close of each calendar month, an itemized invoice properly dated, describing any goods provided, the cost of the goods, the name and address of the CONTRACTOR, the purchase order number, contract number (if applicable) and all other information required by this Agreement.

The original invoice shall be sent to: City of Palm Coast
Finance Department
160 Lake Avenue
Palm Coast, Florida 32164
ap@palmcoastgov.com

(d) Payment shall be made after review and approval by CITY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory delivery of the goods required hereunder and, upon acceptance of the goods by the CITY, the CONTRACTOR may invoice the CITY for the amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the CITY. The CITY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The CITY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable

to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which the last goods were provided. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to goods provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (c) of this Section reveals any overpayment by the CITY under the terms of this Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONTRACTOR's negligent or wrongful provision of goods furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The CITY may, by written notice to the CONTRACTOR terminate this Agreement or any purchase order issued hereunder, in whole or in part, at any time, either for the CITY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue delivery of all goods affected unless the notice directs otherwise.

(b) If the termination is for the convenience of the CITY, the CONTRACTOR shall be paid compensation for goods delivered to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations the CITY may procure the goods by other agreements or otherwise. In such case, the CONTRACTOR shall be liable to the CITY for all reasonable additional costs occasioned to the CITY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the CITY in either its sovereign or contractual capacity, fires, floods,

epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the CITY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the CITY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any purchase order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this 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 CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate this Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the CITY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any CITY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a CITY officer, employee, or agent to violate Chapter 112, Florida Statutes, the CITY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of this Agreement, requires the services of any subcontractors or other professional associates in connection with providing the goods covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the CITY. If subcontractors or other professional associates are required in connection with the goods covered by this Agreement, the CONTRACTOR shall remain fully responsible for the performance of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF CITY.

(a) CONTRACTOR shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of CONTRACTOR, its agents, servants, officers, officials, employees, or subcontractors.

(b) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(c) In claims against any person or entity indemnified under this Section by an employee of the CONTRACTOR or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(d) The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the indemnification provision in this Agreement, however, the CONTRACTOR must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide

that the CITY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the CITY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the CITY, the CONTRACTOR shall, within thirty (30) days after receipt of the request, provide the CITY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of CITY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the CITY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep

in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)
\$500,000.00	(Disease-Policy Limit)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Two (2) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

LIMITS

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
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(4) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the CITY or the CITY's officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(5) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(6) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE/CONFLICT RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust conflict resolution procedures as reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the dispute resolution procedures set

forth in subsection (a) this Section of which the CONTRACTOR had knowledge and failed to present during the dispute resolution procedures.

(c) In the event that dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise their best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually reasonably imposed by the CITY. The costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE CITY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The CITY, upon request by the CONTRACTOR, shall designate in writing and shall advise the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the CITY's policy and decisions pertinent to the goods covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one (1) or more representatives of the CONTRACTOR who are authorized to act on behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the CITY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms of conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CITY is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation,

unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 24. GOODS NOT PROVIDED FOR. No claim for goods furnished by the CONTRACTOR not specifically provided for herein or not ordered by the CITY shall be honored by the CITY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR agrees that this Contract is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. CONTRACTOR acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The CONTRACTOR shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act, that would be required to be kept and maintained by the CITY in order to perform the scope of services. The CONTRACTOR shall provide public access to the public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost allowed by law. The CONTRACTOR shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The CONTRACTOR shall comply with all requirements for retaining public records and shall transfer, at no cost to the CITY, all public records in the possession of the CONTRACTOR upon termination or expiration of this Contract. The CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. Notwithstanding any other provision of this Contract to the contrary, failure to comply with this requirement shall result in the immediate termination of the Contract, without penalty to the CITY. Further, the CONTRACTOR shall fully indemnify and hold harmless the CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the CONTRACTOR's failure to comply with these requirements.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all goods pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such goods, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the CITY to terminate this Agreement immediately upon delivery of written notice of termination to the CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CITY:

The City Manager
 City of Palm Coast
 160 Lake Avenue
 Palm Coast, Florida 32164

FOR CONTRACTOR:

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the CITY.

ATTEST/WITNESS:

Contractor

By: _____

Date: _____

By: _____

Authorized Corporate Officer

Date: _____

*ATTEST:***CITY OF PALM COAST**By: _____
Virginia Smith, City Clerk

Date: _____

By: _____
Jim Landon, City Manager

Date: _____

Approved by (Initials and date):

_____/_____/_____
 _____/_____/_____
 _____/_____/_____
 _____/_____/_____

Responsible Department Director

City Finance

City Attorney

Purchasing & Contract Management Division

**Exhibit A
Scope of Work**

**Exhibit B
Pricing**



Fort Bend Services, Inc.
Water & Waste Treatment Specialists

APRIL 25, 2017

JOHN DALLY
CITY OF HOLLY HILL
1065 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117

SUBJECT: SOLE SOURCE POLYMER PROVIDER FOR FBS 10910

MR. DALLY,

THIS LETTER IS TO INFORM YOU THAT FORT BEND SERVICES, INC. IS THE SOLE SOURCE PROVIDER FOR THE FBS 10910 POLYMER, BEING USED AT YOUR WWTP. THIS PRODUCT IS SPECIFICALLY MADE UNDER THIS NAME FOR FORT BEND SERVICES, INC AND NO ONE ELSE. PLEASE SEE THE FOLLOWING PRICE EXTENSION ON FBS 10910 FOR THE CITY OF HOLLY HILL:

FBS 10910	450#NET DRUM	\$1.45/LB	\$652.50/DRUM
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F.O.B.: DELIVERED 15-20 WORKING DAYS

TERMS: NET 30 DAYS

THIS PRICE EXTENSION IS GOOD FROM OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018.

WE THANK YOU FOR YOUR CONTINUED INTEREST IN OUR PRODUCTS AND SERVICES. IF YOU HAVE ANY FURTHER QUESTIONS OR NEEDS, PLEASE FEEL FREE TO CALL AT ANY TIME.

SINCERELY,

DAVID JAMES
VICE PRESIDENT OF SALES
FORT BEND SERVICES, INC.

office: 281.261.5199 ♦ toll free: 800.933.3678 ♦ fax: 281.261.2295

office: 13303 Redfish, Stafford, TX 77477 ♦ mailing: PO Box 1688, Stafford, TX 77497

www.fortbendservices.com

Attachment: FBS Sole Source (1788 : Fiscal Year 2017-18 Water and Waste Water Treatment Chemicals)



solenis.com

Suzanne B. Brown
Business Support Associate
Phone: 302-502-0830
Email: bladders@solenis.com

May 2, 2017

Mr. John Dally
City of Holly Hill
453 LPGA Boulevard
Holly Hill, FL 32117

Re: Praestol K 260 FL Price Extension

Dear Mr. Dally,

Solenis LLC is please to extend the current price for a twelve month period as follows:

PRODUCT NAME	PRICE/LB
Praestol K260FL	\$1.44

- FOB & Shipping: Delivered/Destination Shipping Included
- Terms: Net 30
- Packaging: 55 gallon drums
- Period: October 1, 2017 –September 30, 2018
- All remaining terms and conditions are the same.

If you have any questions, please contact me or Tim Brewer, your Authorized Agent.
We Value your business and look forward to another successful year.

Sincerely,

Suzanne B. Brown

Suzanne B. Brown



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 26, 2017
FROM: Valerie Manning
SUBJECT: Resolution 2017-R-58 A Resolution of the City of Holly Hill, Florida,
Ratifying the Eastern Volusia Regional Water Authority 2017-
2018 Budget; and Providing an Effective Date.
NUMBER: (ID # 1790)
APPLICANT:
PLANNER:

DISCUSSION:

The City Commission approved an Interlocal Agreement with the City of Daytona Beach and the City of South Daytona to create the Eastern Volusia Regional Water Authority (EVRWA) and the Interlocal Agreement requires that the City ratify EVRWA's annual budget prior to it becoming effective and make required contributions toward the administrative portion of the budget.

FISCAL

ANALYSIS:

There is no current fiscal impact to the City of Holly Hill.

STAFF RECOMMENDATION:

Approve Resolution 2017-R-58.

COMMISSION GOAL:

Goal #1: Develop and maintain a sound and sustainable financial plan for the city that establishes sufficient reserves for all funds, ensures (whenever possible) that user fees pay for services rendered, provides a realistic capital improvement program, and encourages public/private sector partnerships and intergovernmental partnerships.

MOTION:

**APPROVE RESOLUTION 2017-R-58, RATIFYING THE EASTERN VOLUSIA
REGIONAL WATER AUTHORITY 2017-2018 BUDGET.**

ATTACHMENTS:

- EVRWA Budget FYE 9-30-2018 (PDF)
- EVRWA Agenda - Sept. 8, 2017 with Exhibits (PDF)

Resolution No. (ID # 1790)**RESOLUTION 2017-R-58 A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY 2017-2018 BUDGET; AND PROVIDING AN EFFECTIVE DATE.****RESOLUTION 2017-R-58****A RESOLUTION OF THE CITY OF HOLLY HILL, FLORIDA, RATIFYING THE EASTERN VOLUSIA REGIONAL WATER AUTHORITY 2017-2018 BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, by Resolution 2010-R-78, the City Commission approved an Interlocal Agreement with the City of Daytona Beach and the City of South Daytona, creating the Eastern Volusia Regional Water Authority (EVRWA); and

WHEREAS, the Interlocal Agreement requires that the City ratify EVRWA's annual budget prior to it becoming effective and make required contributions toward the administrative portion of the budget; and

WHEREAS, the proposed budget prepared by EVRWA for the 2017-2018 fiscal year shows that the EVRWA has reserved funds on hand; and

WHEREAS, EVRWA proposes to use these reserved funds to pay for each member's required contribution toward the administrative portion of the EVRWA budget for the 2017-2018 fiscal year; and

WHEREAS, the City Manager and Public Works Director recommend that the City ratify EVRWA's annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:

SECTION 1. Based on the recitals above, the City Commission hereby ratifies the Eastern Volusia Regional Water Authority (EVRWA) 2017-2018 budget. No additional City funding is required in association with this ratification. A copy of the EVRWA's Budget FY ending 09/30/17 is attached hereto and made a part hereof.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2017.



Eastern Volusia Regional Water Authority
EVRWA

BUDGET FYE 09/30/18

Unreserved Beginning Fund Balance	\$44,575
-----------------------------------	----------

Revenues

Charges for Services

Membership fees – Daytona Beach	\$ 0.
Membership fees – Holly Hill	\$ 0.
Membership fees – South Daytona	\$ 0.

Miscellaneous

Interest Earnings	\$ 50.
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Total Revenues	\$44,625
----------------	----------

Expenses

Materials and Services

Professional Fees	\$ 3,000.
Advertising	\$ 300.
State Filing Fees	\$ 200.

Total Expenses	\$ 3,500.
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Unreserved Ending Fund Balance	\$41,125
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EXHIBIT A**Entity****Project****Daytona Beach****Water Supply Projects****Ground Storage**

Bethune Point GST

Mason Ave. GST

Western Area Tank GST

Pump Stations

Reuse PS #10 Upgrade

Reuse PS #100A Upgrade

Reuse PS #30 Upgrade

Reuse PS #40 Upgrade

Marion St. Reuse Booster Pump Station

Mason Ave. Reuse Pump Station

Install Emergency Generator at Liftstations

Pipelines

Reuse to South Daytona -16-inch along Palmetto

SW Landfill to Tomoka Farms Reuse line

24" FRP to 30" RCP/Lincoln St. Reuse line

Activation of 30" RCP from Marion St. along ISB West for Reuse

30" RCP to 20" DIP Richard Petty Reuse line

24" Reuse transmission main from BPT to Marion St.

Emerald Park Reuse

Indigo Golf Course Reuse

20" Reuse line along LPGA

I-95 Reuse line at Bayless Easement

20" Reuse line from I-95 Crossing to existing 12" on Williamson Blvd.

I-95 Reuse line Crossing Replacement at LPGA

24" Reuse line from Regional WWTP to borrow pit on fire tower road

Reclaimed Water Reservoir-borrow pit on fire tower road

20" Reuse line Williamson from Dunn to LPGA

12" Potable water interconnect Daytona Beach and Port Orange on Thame

16" Reuse line in Orange from Nova to Marion

Replace potable water lines across Halifax River

12" Reuse line across Halifax River

Holly Hill**Water Supply Projects**

Holly Hill and Ormond Beach Reclaimed Water System Project

Potable water interconnect Holly Hill and Ormond Beach

ASR Reclaims water project

Bank Infiltration Project

Entity

Project

South Daytona

Water Supply Projects

10" Reuse line in US 1

10" Reuse line in Magnolia Ave.

Daytona /Holly Hill

Reuse Water Interconnect

Daytona /South Daytona

Reuse Water Interconnect

Daytona /Holly Hill

Potable Water Interconnects

Daytona Beach

CUP Projects

WIAM implementation-hydration and weir structure

Groundwater withdrawal impacts on wetlands study

FGS coring-geological identification

ASR-pilot study aquifer to aquifer



Eastern Volusia Regional Water Authority

PUBLIC MEETING

BOARD OF DIRECTORS

301 South Ridgewood Avenue – 149-B
Friday, September 8, 2017 at 11:00 am

AGENDA

- Call to Order and Roll Call
 - Board of Directors
- Administrative Items
 - Approval of Water Authority Oversight Committee Report 36 (April 2017 – June 2017) Exhibit A
 Action Motion to approve
 - Approval of Minutes from previous meeting Exhibit B
 Minutes (June 2017) (2 pages)
 Action Motion to approve
 - Financial Report
 Monthly Financial Reports (2 pages) Exhibit C
 Action Motion to approve
- Board Members – Oversight Committee Members Comments and Discussion
- Next Meeting (date / time / group)
 December 8, 2017 / 11:00 am Board of Director Meeting
- Adjournment

Summary of Future Meeting Dates: Each Agenda shall list upcoming meeting dates for the Board and committees appointed by the Board:

12-08-17



**Water Authority Oversight Committee
March – Report 36
(April 2017 through June 2017)**

The Cities of South Daytona, Holly Hill, and Daytona Beach entered into an Interlocal Agreement creating and governing the Eastern Volusia Regional Water Authority (EVRWA) on February 7, 2007. The Interlocal Agreement was amended December 9, 2011.

The EVRWA Board of Directors holds four meetings annually on the second Friday of a month. Highlights of the action taken by the Board of Directors from April 2017 through June 2017 are:

Administrative Duties

- U.S. Census Completed. (04-2017)
- Ratified the FY 2017/2018 Budget (06-2017)

The following notice is made available to the public and updates are available at evrwa.org

PUBLIC MEETING NOTICE

The Board of the Eastern Volusia Regional Water Authority (EVRWA) will hold its regular meetings quarterly on the second Friday at 11:00 am in Room 149-B at 301 South Ridgewood Avenue, Daytona Beach, Florida.

These are the tentative dates for the Eastern Volusia Regional Water Authority for 2016:

12-08-17

EXHIBIT B

MINUTES
BOARD OF DIRECTORS
June 16, 2017

Minutes of the Regular Meeting of Board of Directors of the Eastern Volusia Regional Water Authority was called to order at 11:00 a.m., 301 South Ridgewood Avenue, Daytona Beach, Florida.

Roll Call

James Chisholm, Chairperson	Present
Joseph Yarbrough, Vice Chairperson	Absent
Les Gillis, South Daytona Alternate	Present
Joseph Forte, Secretary	Present
John Drago, Daytona Beach Alternate	Present
Mark Juliano, Holly Hill Alternate	Present

Sign In Sheet - Attached

Administrative Items**Approval of Water Authority Oversight Committee Report 35 – Exhibit A**

It was moved by Les Gillis (South Daytona) to approve the Oversight Committee Report 35 as provided and Seconded by Joseph Forte (Holly Hill). The motion passed unanimously with the breakdown as follows:

John Drago, Daytona Beach	Yea
Les Gillis, South Daytona Alternate	Yea
Joseph Forte, Secretary	Yea

Approval of Minutes (March 2016) – Exhibit B

It was moved by Les Gillis (South Daytona) to approve the Minutes from the previous meeting as provided and Seconded by Joseph Forte (Holly Hill). The motion passed unanimously with the breakdown as follows:

John Drago, Daytona Beach	Yea
Les Gillis, South Daytona Alternate	Yea
Joseph Forte, Secretary	Yea

Financial Report

It was moved by Les Gillis (South Daytona) to approve the Monthly Financial Reports as provided and Seconded by Joseph Forte (Holly Hill). The motion passed unanimously with the breakdown as follows:

John Drago, Daytona Beach	Yea
Les Gillis, South Daytona Alternate	Yea
Joseph Forte, Secretary	Yea

PUBLIC MEETING**Budget FY 2017/2018 – Exhibit D**

It was moved by Joseph Forte (Holly Hill) to ratify the Budget as provided and Seconded by Les Gillis (South Daytona). The motion passed unanimously with the breakdown as follows:

John Drago, Daytona Beach	Yea
Les Gillis, South Daytona Alternate	Yea
Joseph Forte, Secretary	Yea

Board Members Comments and Discussion

There was a brief overview of the Oversight Committee

Next Meeting

September 8, 2017 / 11:00 a.m.

Board of Director Meeting

Adjournment

Adjourned

Eastern Volusia Regional Water Authority**FYE 9/30/2017****As of 08/31/2017**

	EVRWA Operating Fund 608	EVRWA JPA-Nova Canal 609	EVRWA Authority Total
Balance Sheet			
Cash	\$ 43,406.17	\$ -	\$ 43,406.17
Due From Other Governments	-	-	-
Total Assets	\$ 43,406.17	\$ -	\$ 43,406.17
Liabilities			
Accounts Payable	\$ -	\$ -	\$ -
Due to Other Governments	-	-	-
Total Liabilities	\$ -	\$ -	\$ -
Fund Balance	\$ 44,574.73	\$ -	\$ 44,574.73
Current Year Change in Fund Balance	(1,168.56)	-	(1,168.56)
Total Fund Balance	\$ 43,406.17	\$ -	\$ 43,406.17
Total Liabilities and Fund Balance	\$ 43,406.17	\$ -	\$ 43,406.17
Statement of Revenues and Expenses			
Revenues			
Interest	\$ 26.61	\$ -	\$ 26.61
Contributions	-	-	-
Undesignated Fund Balance	-	-	-
Total Revenues	\$ 26.61	\$ -	\$ 26.61
Expenses			
Professional Services-Legal	\$ 1,000.00	\$ -	\$ 1,000.00
Advertising	20.17	-	20.17
Other Gov't Agencies (Permits)	175.00	-	175.00
Return of Contributions	-	-	-
Total Expenses	\$ 1,195.17	\$ -	\$ 1,195.17
Net Revenues Over Expenses	\$ (1,168.56)	\$ -	\$ (1,168.56)

Attachment: EVRWA Agenda - Sept. 8, 2017 with Exhibits (1790 : EVRWA FY 2017-2018 Budget)

Eastern Volusia Regional Water Authority
Budgetary Comparison - Operating Fund
FYE 9/30/2017
As of 08/31/2017

	<u>Budget</u>	<u>Actual</u>	<u>Budget Remaining</u>
Revenues			
Interest	\$ 50.00	\$ 26.61	\$ 23.39
Contributions			
Daytona Beach	2,484.00	-	2,484.00
Holly Hill	483.00	-	483.00
South Daytona	483.00	-	483.00
Total Revenues	<u>\$ 3,500.00</u>	<u>\$ 26.61</u>	<u>\$ 3,473.39</u>
Expenses			
Professional Services - Legal	\$ 3,000.00	\$ 1,000.00	\$ 2,000.00
Advertising	300.00	20.17	279.83
Other Gov't Agencies (Permits)	200.00	175.00	25.00
			-
Total Expenses	<u>\$ 3,500.00</u>	<u>\$ 1,195.17</u>	<u>\$ 2,304.83</u>
Net Revenues Over Expenses	<u>\$ -</u>	<u>\$ (1,168.56)</u>	N/A



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Agenda Item**

MEETING DATE: September 26, 2017
FROM: Steve Aldrich
SUBJECT: Police Department- 2017 Red Ribbon Week Funding Holly Hill
School K-8 Anti-Drug Campaign
NUMBER: (ID # 1795)
APPLICANT:
PLANNER:

DISCUSSION: The Holly Hill Police Department would like to support the Holly Hill School K-8 by assisting with the funding of this year's anti-drug campaign, known as "2017 Red Ribbon Week", with the theme "Your future is key, so stay Drug Free!". The school's proposed budget for this program is \$916.50. The Police Department is requesting an expenditure of \$1,000.00 from the Law Enforcement Trust Fund (LETf) to support the Holly Hill School's anti-drug campaign.

FISCAL ANALYSIS: This expenditure was not originally budgeted in the FY 2016/2017 or 2017/2018 budget, but is an approved expenditure of the funds. The requested \$1,000.00 funds will be expended from the Law Enforcement Trust Fund (LETf) account (110-2120-521-5220).

STAFF RECOMMENDATION: Approve the expenditure of LETf monies to support the Holly Hill School's anti-drug campaign, known as "2017 Red Ribbon Week".

COMMISSION GOAL: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water, and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

Motion to approve the expenditure of LETF monies to support the Holly Hill School's anti-drug campaign, known as “2017 Red Ribbon Week”.

- Holly Hill School - 2017 Red Ribbon Week (PDF)

SAC
9-21-17 @ 4:30
Maden Center

Application for School Improvement Funds

Date: 9/12/17	Amount of Request: \$916.50												
Name of Applicant: Beverly Eason & Marisa Linder	Position: School Counselors												
Summary of Request: 2017 RED WEEK NATIONAL THEME OCT 23-31 "YOUR FUTURE IS KEY, SO STAY DRUG FREE!" SCHOOLS across the district utilize this time for students & families to write & take a visible stand against drugs. The school counselors will have activities & keepsakes to promote our students personal commitment to a drug-free lifestyle through the symbol of Red Ribbon Week, Oct 23-31													
ITEMS: ASSORTED MOOD & DRUG FREE BRACELET \$4.40 each (Pg. 20) TOO SMART TO START/SIGNING BANNER \$37.50 (Pg. 19) SELF-STICK RIBBONS 10 sets @ \$10.25 (Pg. 33) 12.95 ea x 2 500 feet of 2" wide ribbon 12.95 ea x 2 POSTERS (13" x 17") \$1.99 x 5													
School Improvement Plan Alignment:													
Number of Students Involved Annually: 994													
Attachment(s):													
Grade/Group: PK, KG-8													
What other funds are available for this request? ?													
Have you applied for them, and what were the results?													
What is the goal of your proposal? (Include how this request will contribute to meeting the goals of the School Improvement Plan.) School-wide, our department is supporting an environment of social emotional learning by encouraging positive behaviors in school & in the homes/communities of our students. How will you accomplish this goal and how will these funds help you reach the goal? Supporting the Red Ribbon theme helps with the "Drug Free" message to help promote a change in behavior. The mission of Red Ribbon is to present a unified/visible campaign.													
ITEMS: <table> <tr> <td>\$4.40 X 1,000 = 4400</td> <td>Bracelets</td> </tr> <tr> <td>42.95 X 10 = 300.00</td> <td>PENCILS</td> </tr> <tr> <td>37.50 X 1 = 37.50</td> <td>SIGNING BANNER/PLEDGE</td> </tr> <tr> <td>10.25 X 10 = 102.50</td> <td>Self-stick Ribbons</td> </tr> <tr> <td>12.95 X 2 = 25.90</td> <td>Ribbon/Dedicate School</td> </tr> <tr> <td>1.99 X 5 = 9.95</td> <td>Posters</td> </tr> </table> Total \$605.00 \$916.50		\$4.40 X 1,000 = 4400	Bracelets	42.95 X 10 = 300.00	PENCILS	37.50 X 1 = 37.50	SIGNING BANNER/PLEDGE	10.25 X 10 = 102.50	Self-stick Ribbons	12.95 X 2 = 25.90	Ribbon/Dedicate School	1.99 X 5 = 9.95	Posters
\$4.40 X 1,000 = 4400	Bracelets												
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1.99 X 5 = 9.95	Posters												



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Resolution**

MEETING DATE: September 26, 2017
FROM: Valerie Manning
SUBJECT: Resolution 2017-R-59 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing Phillips & Jordan, Inc. to Perform Disaster Debris Removal Reduction and Recovery Services Under Contract No. 16-P-32PW, Effective November 13, 2016, through January 31, 2020, Providing for Severability; and Providing for an Effective Date.
NUMBER: (ID # 1794)
APPLICANT:
PLANNER:

DISCUSSION:

Phillips & Jordan, Inc., was awarded a contract by Volusia County to perform Debris Removal, Reduction and Recovery Services (RFP 16-P-32 PW). A provision in the RFP allows for municipalities to enter into a Cooperative Purchasing Agreement with Phillips & Jordan upon mutual agreement under the same prices, terms and conditions.

The contract commenced on November 13, 2016 and will extend through January 31, 2020. There are also two (2) one (1) year renewals if mutually agreed upon by all parties.

FISCAL ANALYSIS:

Funding for Debris Removal, Reduction and recovery from Hurricane Irma will be funded from Solid Waste reserves to be submitted to FEMA for reimbursement under FEMA's standard reimbursement rates.

STAFF RECOMMENDATION:

The Public Works Department recommends authorizing the City Manager to enter into an Agreement for Debris Removal, Reduction and Recovery with Phillips & Jordan, Inc.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and

utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2017-R-59, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PHILLIPS & JORDAN, INC., FOR DEBRIS REMOVAL, REDUCTION AND RECOVERY SERVICES.

ATTACHMENTS:

- Mutual Aid Agreement Holly Hill, Fla (Volusia County) (PDF)
- Volusia County, FL_Contract fully executed (PDF)

Resolution No. (ID # 1794)

RESOLUTION 2017-R-59 A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING PHILLIPS & JORDAN, INC. TO PERFORM DISASTER DEBRIS REMOVAL REDUCTION AND RECOVERY SERVICES UNDER CONTRACT NO. 16-P-32PW, EFFECTIVE NOVEMBER 13, 2016, THROUGH JANUARY 31, 2020, PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

RESOLUTION 2017-R-59

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PHILLIPS & JORDAN, INC., FOR DISASTER DEBRIS REMOVAL, REDUCTION AND RECOVERY SERVICES UNDER VOLUSIA COUNTY RFP-16-P-32-PW; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient availability of Disaster Debris Management Services within the corporate limits of the City of Holly Hill, Florida resulting from a storm or man-made disaster event; and

WHEREAS, the immediate economic recovery of the City of Holly Hill, Florida and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, Volusia County, Florida has selected through competitive process a firm proficient in providing series; and

WHEREAS, the City of Holly Hill, Florida has reviewed the solicitation, proposal, and evaluation related to the selection of the firm by Volusia County, Florida endorses with the process and selection; and

WHEREAS, the City of Holly Hill, Florida has reviewed the contract for services between Volusia County, Florida and Phillips & Jordan, Inc., and has found the Scope of Services, prices, terms and conditions set out in the Contract to be reasonable, acceptable and of benefit to the citizens of Holly Hill, Florida; and

WHEREAS, Section 30-63, (e)(2) of the Code of Ordinances, Goods and services may be procured without competitive selection pursuant to a cooperative purchase agreement. All terms and conditions of the city's contract, including unit prices and rates, must be equal to or better than the terms and conditions of RFP 16-P-32-PW.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION
OF THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. Having reached concurrence and acceptance of the procurement process and the contract stipulations the City of Holly Hill, Florida agrees to enter into a contract with Phillips & Jordan, Inc., for Debris Removal, Reduction and Recovery Services without modification in the original terms, conditions or pricing under the Volusia County RFP 16-P-32-PW.

SECTION 2. That the City Manager is authorized to execute said contract with Phillips & Jordan, Inc. for Debris Removal, Reduction and Recovery under the Volusia County RFP 16-P-32-PW.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon

**APPROVED AND AUTHENTICATED on this 26th day of
SEPTEMBER, 2017.**



September 22, 2017

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

RE: Mutual Aid Agreement for Debris Removal, Reduction and Disposal between The County of Volusia, Fla., and Phillips and Jordan, Inc.

Phillips and Jordan, Inc. (P&J) and The County of Volusia, Fla., have executed an Agreement for Debris Removal, Reduction and Disposal, Contract No. 16-P-32PW, effective November 13, 2016, through January 31, 2020, (The Contract).

Article 1.67. (Other Agencies) of The Contract states:

All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondents(s).

I would like to offer to the City of Holly Hill, Fla., to enter into this exclusive agreement with Phillips & Jordan, Inc. per Article 1.67 of the above referenced Contract. This offer is made at the same terms and conditions stated in the referenced Contract.

Please return one fully executed original letter upon acceptance.

Sincerely,
PHILLIPS & JORDAN, INC.

ACCEPTED: CITY OF HOLLY HILL

Signature

Signature

/ Vice President
Printed Name / Title

Printed Name / Title

Date

Date



BUDGET AND ADMINISTRATIVE SERVICES

Purchasing and Contracts

123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608

(386) 736-5935 • Fax (386) 736-5972

e-mail: purchasing@co.volusia.fl.us

www.volusia.org

July 20, 2016

PR-L-16-420

Mr. Steve Thompson
Phillips and Jordan, Inc.
10201 Parkside Drive, Suite 300
Knoxville, TN 37922

RE: Executed Agreement for Debris Removal, Reduction and Disposal,
Contract # 16-P-32PW

Dear Mr. Thompson:

Enclosed please find the executed Agreement for Debris Removal, Reduction and Disposal,
Contract # 16-P-32PW, as approved by County Council on July 7, 2016.

If you need any further information or assistance, please contact our office at 386-822-5779 or
pwilsky@volusia.org

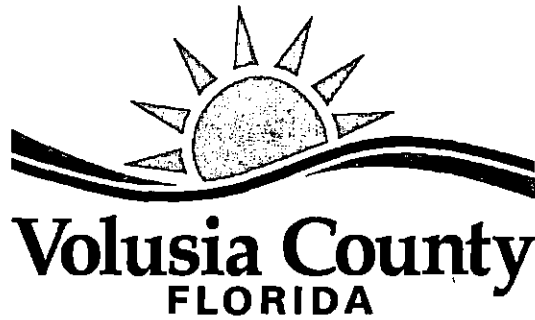
Sincerely,

Pam Wilsky, CRPP
Procurement Manager

Enclosure

cc: File

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)



**AGREEMENT
FOR
DEBRIS REMOVAL, REDUCTION AND DISPOSAL**

Between

THE COUNTY OF VOLUSIA

AND

PHILLIPS AND JORDAN, INC.

County of Volusia
Purchasing & Agreements Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

AGREEMENT FOR PROFESSIONAL DEBRIS REMOVAL, REDUCTION AND DISPOSAL

This Agreement For DEBRIS REMOVAL, REDUCTION AND DISPOSAL (hereinafter "Agreement") made and entered by and between PHILLIPS AND JORDAN, INC., duly authorized to conduct business in the State of Florida, whose principal place of business is located at 10201 Parkside Drive Suite 300 Knoxville, Tennessee 37922 (hereinafter the "Contractor") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 (hereinafter the "County").

RECITALS:

Whereas, the County desires to retain the services of a competent and qualified Contractor to provide debris removal, reduction and disposal; and

Whereas, the County has propounded Request for Proposals 16-P-32PW (the "RFP") seeking a qualified firm to perform debris removal, reduction and disposal, and has received responses from various potential vendors; and

Whereas, the County has determined that the Contractor is fully qualified to render the required service; and

Whereas, it has been determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by the Contractor and County, the parties agree and stipulate as follows:

1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated Scope of Services/Work (Exhibit A), third by the incorporated Fee Schedule (Exhibit B). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Service, shall have the meanings ascribed to them in Webster's New Collegiate Dictionary (G & C Merriam Co., 11th ed., July 2003, or any subsequent edition).

1.1. **ACM:** Asbestos Containing Material

1.2. **Agreement:** This Agreement or Contract, including its articles, exhibits, and attachments.

1.3. **Amendment:** An amendment to this Agreement in writing by the County, approved

by the Director of Purchasing and Contracts, and signed by the County authorizing an addition, deletion, or revision in the Scope of Services, or modifications of this Agreement.

- 1.4. **Authorized Representative:** County employees and/or contracted individuals designated by the County or County Debris Manager.
- 1.5. **Change Order:** A written order signed by the County and Contractor authorizing an addition, deletion, or revision in the SOW, or an adjustment in the Agreement price or time, without change to any other substantive terms or conditions of the Agreement.
- 1.6. **CEI:** Construction Engineering & Inspection
- 1.7. **CFR:** Code of Federal Regulations
- 1.8. **Chipping or Mulching:** The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.
- 1.9. **Cleanup Crew:** A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
- 1.10. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Contractor which includes all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services/Work.
- 1.11. **Construction and Demolition Debris (C&D):** See Eligible Constructions and Demolition Debris
- 1.12. **Contractor:** Phillips and Jordan, Inc.
- 1.13. **Contractor's Services:** Those Services within the Scope of Services/Work of this Agreement or any exhibit, attachment or addendum thereto which relates to the General Scope of Services in Section 4.1 to be performed by Contractor in connection with Contractor's employment or practice.
- 1.14. **Conventional Rounding:** Bill to the closest quarter hour (eg. if a meeting runs until 4:07, round to 4:00; if until 4:08, round to 4:15).
- 1.15. **County:** The County of Volusia, Florida, and shall be synonymous with the term "County."
- 1.16. **County Debris Manager:** The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

- 1.17. **County Designated Final Disposal Site:** Tomoka Farms Road Landfill located at 1990 Tomoka Farms Road, Port Orange, FL 32128 or other final disposal sites or end users as designated and approved in writing by the County.
- 1.18. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.19. **Debris:** Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, vegetative, construction and demolition debris and personal property.
- 1.20. **Debris Clearance:** Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- 1.21. **Debris Management Site (DMS):** A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSRS) or Temporary Debris Staging and Processing Facility (TDSPPF).
- 1.22. **Debris Monitoring:** Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- 1.23. **Debris Removal:** Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- 1.24. **Deliverable:** The result(s) or end products or services of that meet the requirements and functional parameters articulated in the Scope of Services/Work for this Agreement including but not limited to: services, reports, written documentation, training, systems or processes.
- 1.25. **Demolition:** The act or process of reducing a structure, as defined by State or local code, to a collapsed condition. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- 1.26. **DEP:** Florida Department of Environmental Protection (FDEP)
- 1.27. **DDIR:** Detailed Damage Inspection Report
- 1.28. **Disaster Specific Guidance:** Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- 1.29. **DMS:** Debris Management Site
- 1.30. **DOT:** Department of Transportation (Generally Florida DOT)
- 1.31. **Effective Date:** The date that this Agreement is fully executed by Contractor and the

County.

- 1.32. **Eligible:** Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the County to the Contractor) of the Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- 1.33. **Eligible Construction and Demolition Debris:** – FEMA Publication FP-104-009-2 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- 1.34. **Eligible Hanger** – An eligible hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:
- The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
- 1.35. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication FP-104-009-2 are:
- The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
- 1.36. **Eligible Household Hazardous Waste (HHW):** The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

- 1.37. **Eligible Leaner:** A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication FP-104-009-2 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

- 1.38. **Eligible Vegetative Debris:** As outlined in FEMA Publication FP-104-009-2 , eligible vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

- 1.39. **Eligible White Goods:** As outlined in FEMA Publication FP-104-009-2 , Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

- 1.40. **Emergency Relief Program:** Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways following a

Governor declared disaster. This program is administered by the Federal Highway Administration.

- 1.41. **EPA:** United States Environmental Protection Agency
- 1.42. **ER:** Emergency Relief
- 1.43. **E-Scrap:** End of life electronics, typically televisions, computers and related components
- 1.44. **FDEP:** Florida Department of Environmental Protection (DEP)
- 1.45. **FDOT:** Florida Department of Transportation
- 1.46. **FEMA:** Federal Emergency Management Agency
- 1.47. **FEMA Public Assistance Program and Policy Guide (PAPPG):** comprehensive, consolidated program and policy document for Public Assistance program grants. The PAPPG will supersede all previous policies and publications for disasters declared on or after January 1, 2016. This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any 'revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
 - Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- 1.48. **FHWA:** Federal Highway Administration
- 1.49. **Field Inspector:** Monitor
- 1.50. **FMIS:** Fiscal Management Information System
- 1.51. **Force Account Labor:** Labor performed by the applicant's permanent, full time or temporary employees.
- 1.52. **Garbage:** Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
- 1.53. **Grinding:** Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- 1.54. **Hangers:** See Eligible Hanger
- 1.55. **Hazardous Waste:** Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource

Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity.

- 1.56. **HHW:** Household Hazardous Waste
- 1.57. **Hold Harmless:** Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- 1.58. **Household Hazardous Waste:** See Eligible Household Hazardous Waste
- 1.59. **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the Contractor's Proposal.
- 1.60. **Landfill:** The Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128.
- 1.61. **Leaners:** See Eligible Leaner
- 1.62. **Moving Ahead for Progress in the 21st Century (MAP 21):** In October of 2012, FHWA issued Moving Ahead for Progress in the 21st Century (MAP 21). Among the many changes included in MAP 21 are procedures for managing debris following a disaster. Most significantly, all debris removal for major disasters declared under the Stafford Act is now funded by FEMA rather than FHWA. This provision requires that municipalities monitor debris removal from FHWA road segments in accordance with FEMA guidance and regulations rather than that of the FHWA-ER program.
- 1.63. **Monitor:** Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. (May also be referred to as a Field Inspector.)
- 1.64. **Mulching or Chipping:** See Chipping or Mulching
- 1.65. **Mutual Aid Agreement:** A written understanding between communities and States obligating assistance during a disaster. See FEMA Publication FP-104-009-2, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- 1.66. **National Response Plan (NRP):** A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- 1.67. **Other Agencies:** All Respondents awarded Contracts from this solicitation may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Contract under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated

for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the awarded Respondent(s).

- 1.68. **OSHA:** Occupational Safety and Health Administration
- 1.69. **Outbuilding:** Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- 1.70. **PPE:** Personal Protective Equipment. May also be referred to as "Safety Gear."
- 1.71. **Project:** The project that is described in Exhibits A of this Agreement.
- 1.72. **Proposal:** The document submitted by the Contractor in response to a formal solicitation (RFP No. 16-P-32PW) used to determine if the Contractor is highly qualified.
- 1.73. **RACM:** Regulated Asbestos Containing Material
- 1.74. **RCRA:** Resource Conservation and Recovery Act
- 1.75. **Recycling:** The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 1.76. **Refrigerant:** Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- 1.77. **Regulated Waste:** Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.
- 1.78. **Right of Entry (ROE):** As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 1.79. **Right-of-Way (ROW):** The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.
- 1.80. **RRC – Rapid Response Crew**
- 1.81. **Scale/Weigh Station –** A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- 1.82. **Scope of Services/Work:** The services or work, herein defined in this Agreement under the Scope of Services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.

- 1.83. **Services:** Those services defined in the Scope of Services/Work to be performed by the Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A – E, attached hereto and made a part of this Agreement.
- 1.84. **State:** State of Florida.
- 1.85. **Subcontractor:** A person other than a materialman or laborer who enters into an Agreement with a Contractor for the performance of any part of the basic agreement.
- 1.86. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- 1.87. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the County for the storage and reduction of disaster related debris.
- 1.88. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 1.89. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 1.90. **Warranty:** The warranty's as set forth in this Agreement including any warranties required by State Law or regulation.
- 1.91. **White Goods** – See Eligible White Goods
- 1.92. **Work:** Any and all obligations, Services, duties and responsibilities necessary to the successful completion of the Scope of Services/Work assigned to or undertaken by Contractor under the Agreement, including the furnishing of all labor, materials, equipment and other incident.
- 1.93. **Volusia County Landfill:** Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128
- 1.94. **VCSWD:** The Volusia County Solid Waste Division
- 1.95. **Acronyms**
1. **ACM** **Asbestos Containing Material**
 2. **VCC** **Volusia County Council**
 3. **C&D** **Construction and Demolition**
 4. **CBRA** **Coastal Barrier Resources Act**

5.	CBRN	Chemical, Biological, Radiological and Nuclear
6.	CBRS	Coastal Barrier Resources System
7.	CEI	Construction Engineering and Inspection
8.	CFR	Code of Federal Regulations
9.	CTS	Central Transfer Station
10.	CWA	Clean Water Act
11.	CZMA	Coastal Zone Management Act
12.	DDIR	Detailed Damage Inspection Report
13.	DEP	Florida Department of Environmental Protection (Same as FEDP)
14.	DMS	Debris Management Site
15.	DOT	Department of Transportation
16.	DPW	Department of Public Works
17.	DRM	Disaster Recovery Manager
18.	DTFL	Debris Task Force Leader
19.	ECAP3	Environmental Compliance, Assistance and Pollution Prevention Program
20.	EO	Executive Order
21.	EPA	Environmental Protection Agency
22.	ER	Emergency Relief
23.	ESA	Endangered Species Act
24.	ESF	Emergency Support Function
25.	FDOT	Florida Department of Transportation
26.	FEMA	Federal Emergency Management Agency
27.	FHWA	Federal Highway Administration
28.	FMIS	Fiscal Management Information System
29.	GIS	Geographic Information System
30.	GPS	Global Positioning System
31.	HHW	Household Hazardous Waste
32.	HUD	Department of Housing and Urban Development
33.	IA	Individual Assistance
34.	ICS	Incident Command System
35.	JFO	Joint Field Office
36.	MAP21	Moving Ahead for Progress in the 21 st Century
37.	NEPA	National Environmental Policy Act
38.	NHPA	National Historic Preservation Act
39.	NRCS	Natural Resources Conservation Service
40.	NRP	National Response Plan
41.	OCC	Office of Chief Counsel
42.	OSHA	Occupational Safety and Health Administration
43.	TFRL	Tomoka Farms Road Landfill
44.	PA	Public Assistance
45.	PAPPG	Public Assistance Program and Policy Guide
46.	PDA	Preliminary Damage Assessment
47.	PNP	Private Non-Profit
48.	PPDR	Private Property Debris Removal
49.	PPE	Personal Protective Equipment
50.	PW	Project Worksheet

51. RACM	Regulated Asbestos Containing Material
52. RCRA	Resource Conservation and Recovery Act
53. RFB	Request for Bid
54. RFP	Request for Proposals
55. ROE	Right-of-Entry
56. ROW	Right-of-Way
57. RRC	Rapid Response Crew
58. SHPO	State Historic Preservation Officer
59. VCSWD	Volusia County Solid Waste Division
60. TDSFP	Temporary Debris Staging and Processing Facility
61. TDSR Site	Temporary Debris Storage and Reduction Site
62. USACE	United States Army Corps of Engineers
63. USCG	United States Coast Guard
64. USDA	United States Department of Agriculture
65. WSRA	Wild and Scenic Rivers Act

2 EXHIBITS

2.1 The exhibits listed below are incorporated into and made a part of this Agreement.

2.1.1 Exhibit A - Scope of Services/Work,

2.1.2 Exhibit B - Rate Schedule

2.1.3 Exhibit C – FHWA Form 1273

2.1.4 Exhibit D – FHWA Buy American

2.1.5 Exhibit E – Hazardous Stump Extraction and Removal Eligibility DAP 9523.11

3 ORDER OF PRECEDENCE

3.1 If Contractor finds a conflict, error, or discrepancy in the Agreement, it shall call it to the County Debris Manager's attention in writing, and request the County Debris Manager's interpretation and direction before proceeding with the Work affected thereby. Such notice shall be provided by the Contractor to the County's Debris Manager in a timely fashion so as not to cause additional costs due to delay.

3.1.1 If there are conflicts or inconsistencies between provisions of the exhibits or attachments to this Agreement regarding general terms and conditions, the Agreement will control:

3.1.1.1 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding Scope of Work and Exhibit A – shall control.

3.1.1.2 If there are conflicts or inconsistencies between provisions of

the exhibits or attachments and this Agreement regarding pricing Exhibit B shall control.

3.1.1.3 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding requirements of FHWA Form 1273 Exhibit C.

3.1.1.4 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding requirements of FHWA Buy America Exhibit D.

3.1.1.5 If there are conflicts or inconsistencies between provisions of the exhibits or attachments and this Agreement regarding requirements of Hazardous Stump Extraction and Removal Eligibility Exhibit E.

4 **SCOPE OF SERVICES/WORK.** The Contractor shall provide Services under this Agreement and act as Contractor to the County in accordance to the Scope of Services/Work as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide debris removal, reduction and disposal to Volusia County in accordance with the Scope of Services/Work attached as Exhibit A.

4.2 **Performance Criteria:**

4.2.1 All services or work shall be performed in accordance with the Agreement and carried out under the direction of the County's Debris Manager.

4.2.2 All labor necessary to complete the Scope of Services/Work shall be performed in a good and competent workmanlike manner to the satisfaction of the County.

4.2.3 **Independent Contractor.** The Contractor shall provide the services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services/Work of this Agreement. The Contractor is not exclusively bound to the County and may provide Services or Work to other private and public entities, but agrees and covenants that any such Service provided by the Contractor to or for such entities will not conflict or otherwise interfere with the Contractor's provision of Services or Work to the County under this Agreement.

4.2.4 **Changes to Scope of Services.** The County may at any time, by written order, make changes within the general Scope of Services to be

performed under this Contract. Except as provided in this Contract otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Services, an equitable adjustment shall be made and this Contract shall be amended in writing, signed by authorized representatives of the parties, stating the equitable adjustment. Unless the County grants, in writing, an additional period of time before the completion of the Contract, any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change; otherwise, the claim shall be deemed waived. The Contractor shall then proceed with the prosecution of the Work or Service as changed. Except as otherwise provided in this Contract, no charge for any extra work or materials shall be allowed or approved by the County. No additional work shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.

4.2.5 Time is of the Essence. Time is of the essence for all Work and Services performed under this Agreement and all Projects performed in accordance herewith.

4.2.6 Authority to Act on Behalf of County. County's Purchasing and Contracts Director or such other proper authority pursuant to County policies and procedures shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Scope of Services to be provided, Contractor shall confer with the Project Manager to ascertain the functional or design criteria of the Scope of Services/Work. The Services of the Contractor shall also include of the following:

5.1.1 Contractor covenants and agrees that there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Work or Services.

5.1.2 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.

5.1.3 Contractor covenants and agrees as follows:

- 5.1.3.1 That Contractor recognizes that its special talent, training, and experience caused the County to select Contractor to be the prime professional;
- 5.1.3.2 That Contractor comprehends the specifications and requirements of the Scope of Services/Work and the use of the same in their entirety to provide Deliverables;
- 5.1.3.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services/Work; and
- 5.1.3.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in his field or practice performing the same or similar Services or Work in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.

5.1.4 **Accuracy of Documentation.** Contractor covenants and agrees that any Project data, summaries, reports, or studies, submitted by the Contractor to the County shall be competently drafted and accurate with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on the Contractor's status as an industry professional in accepting such documentation.

5.1.5 **Notification of Errors or Defects.** Contractor covenants and agrees to call notify the County if it discovers or has knowledge of anything of any nature in any reports, studies, bulletins, schedules, documentation, requirements or instructions prepared by Contractor or data or instructions supplied to Contractor by the County or any other party, Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate.

5.1.6 **Administration.** Contractor covenants and agrees to efficiently administer and perform all Work or Services economically and expeditiously in a competent and workmanlike manner.

5.2 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. The Contractor shall be responsible

for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering services or work pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables accurately comply with the requirements of this Agreement and the Scope of Services contained therein.

- 5.3 **Assurance.** Contractor gives County its assurance that all Work or Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Work not conforming to the specifications and requirements of the Scope of Services/Work shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services or Work furnished by the Contractor under this Agreement. The Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Work or Services for which it is responsible.
- 5.5 **Services and Work to Comply with Specifications and Law.** All Work performed by Contractor including all general provisions, special provisions, job specifications, drawings, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Work, shall comply with the Scope of Services/Work and all applicable local laws, codes, ordinances and statutes.
- 5.6 **Subcontractors.**
- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization of against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
- 5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable under other than honorable conditions from any of the Armed Forces of the United States.

- 5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any moneys due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done in accordance with the schedule of values.
- 5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Work or Services being performed for the Contractor.
- 5.6.5 **Consent Required for Substitution.** Any Subcontractor and/or outside associates required by the Contractor in connection with the Services covered by the Agreement will be limited to such individuals or firms as are specifically identified for the Scope of Services/Work assigned under this Agreement. Any substitution of such Subcontractors associates will be subject to the prior written approval of the County Debris Manager.

6 TERM OF AGREEMENT

- 6.1 The Term of this Agreement shall commence on November 13, 2016 and shall terminate on January 31, 2020. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties and County Council approval.
- 6.2 The Work or Services to be rendered by the Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** The Contractor shall be paid Compensation for all Work or Services. Total Compensation or Guaranteed Maximum-Not-To-Exceed Fees for this Agreement shall be comprised of the total cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit "B" – Rate Structure attached hereto and incorporated herein. The County agrees to pay the Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of

errors or omissions which are not the fault of the County in computing the Work or Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Work or Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services/Work and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.3 **Reimbursable Expenses.** County's payment to the Contractor pursuant to the Rate Structure, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services and Work rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.

7.4 **Payments.** Any payments shall be made in accordance with Exhibit B – Rate Structure. The hourly rates expressed in Exhibit B shall govern Compensation and provide for payments against specified Deliverables and performance.

7.4.1 **Approval of Payment.** If, on the basis of the County Debris Manager's observation and review of Contractor's Work or Services, the County Debris Manager is satisfied that the Work has been completed and the Contractor has fulfilled all of its obligations under the Agreement, the County Debris Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Debris Manager shall return the invoice to the Contractor, indicating in writing the reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by the Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment.

7.4.2 **Invoice Detail.** The Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

7.5 **Invoices.** Invoices or payment requests shall be addressed from the Contractor and submitted to the County's Debris Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the

applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.5.1 **Documentation.** The Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Debris Manager and Exhibit A of this Agreement. County Debris Manager shall review the Contractor's Invoice and supporting data and notify the Contractor in writing within twenty (20) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.

7.5.2 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit A, Contractor shall invoice County for all payments due Contractor under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.

7.5.3 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.

7.5.4 **Payment Due.** Within forty-five (45) days of acceptance by the County Debris Manager of all the Work or Services for which Contractor has submitted an invoice of professional Services, the Contractor shall be paid the unpaid balance of any money due for any undisputed Work or Services covered by said statement.

7.5.5 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Work or Services performed under this Agreement.

7.6 **Contractor's Continuing Obligations.** Contractor's obligation to perform Work or Services in accordance with the Agreement shall be absolute. Neither approval of any progress nor final payment to Contractor nor documentation confirming acceptance of the Work or Services by the County, nor any payment by County to Contractor under the Agreement nor any act of acceptance by the County nor any failure to do so, nor any correction of defective Work by County shall constitute an acceptance of Work or Services not in accordance with the Agreement

8 PAYMENT OF SUBCONTRACTORS

8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Work or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement.

8.3 **County not Liable for Payment to Subcontractors.** Nothing in this Agreement

shall create any obligation on the part of the County to pay directly to any Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor for amounts owed by Contractor to Subcontractor for Work performed under this Agreement.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **General Indemnification.** The Contractor shall indemnify, defend and hold harmless the County and its agents, officers, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor, except the Contractor will not be required to indemnify and hold the County harmless if such claim, damage, loss and expense is the result of the negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
- 9.2 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

10.1 Required Types of Insurance:

- 10.1.1 The Contractor shall purchase and maintain at its own expense, during the term of this Agreement the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

SCHEDULE LIMITS

Workers' Compensation	Florida Statutory Coverage
Commercial General Liability	\$2,000,000. General Aggregate
.....	\$1,000,000 Each Occurrence
Premises-Operations.....	\$2,000,000. Products/CompOps Aggregate
Products-Completed Operation.....	\$1,000,000. Personal/Advertising Injury
.....	\$1,000,000. Each Occurrence
Umbrella Liability Insurance	\$2,000,000

Auto Liability\$1,000,000. CSL
 All autos-owned, hired or non-owned
 (Symbol 1 Coverage)

*Contractor's Pollution Liability\$4,000,000 General Aggregate
\$2,000,000 Each Occurrence

*(Must be in place upon activation, including the cost of defense during the term of this agreement and for a period of five (5) years following the completion of the work as outlined in the RFP)

The County of Volusia shall be named as an additional insured under all of the above coverages except Workers' Compensation.

- 10.1.2 Minimum underlying coverage shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by Subcontractors.)

(If the Services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement).

- 10.1.3 **Workers' Compensation Insurance.** Per Section 10.1.1, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide Work or Services under this Agreement or that is in any way connected with Work or Services performed under this Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

- 10.1.3.1 Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- 10.1.4 **Commercial General Liability Insurance.** Per Section 10.1.1, the Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent contractors, Subcontractors and "broad form" property damage coverage protecting itself, its employees, agents, contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from Work or Services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend and hold harmless the County as provided in this Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the Work or Services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.
- 10.1.5 **Excess/Umbrella Liability.** Per Section 10.1.1, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall name the County as an additional insured and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless. The excess/umbrella liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Contract. In the alternative, the excess/umbrella liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.
- 10.1.6 **Motor Vehicle Liability.** Per Section 10.1.1, the Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with **"Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against**

claims arising from the ownership, maintenance, or use of a motor vehicle

- 10.1.7 **Pollution Liability.** Per Section 10.1.1, the Contractor shall obtain and maintain a pollution liability insurance policy with a limit of liability of no less than the amount(s) shown above on a per occurrence/aggregate basis for any work or services performed under this Contract including but not limited to environmental/pollution related services, including but not limited to, testing, design, consulting, analysis, other consulting work (whether self-performed or subcontracted), discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot fumes, acids, alkalis, toxic chemicals, liquid or gasses, waste materials, irritants, contaminants, pollutants into or upon land, atmosphere or any watercourse or body of water (including groundwater at or under or emanating arising from work or services performed under this Contract) and for all above-ground storage tanks, in-ground storage tanks, and other potentially hazardous materials, insuring the Contractor's liability for 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; defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arise from Contractor's operation, and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by the Contractor. The County shall be named as additional insured.

- 10.1.8 **Additional Requirements.** Coverage for pollution liability shall be provided on an occurrence form or a claims made form with a retroactive date equal to at least the first date of this Agreement and with a three (3) year reporting option beyond the expiration date of the Agreement including any amendments to the Agreement term. County shall be included as an additional named insured under the pollution liability insurance policy.

- 10.1.9 **Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

10.2 General Insurance Requirements:

- 10.2.1 **Licensing and Rating.** All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- 10.2.2 **Contractor Responsible for Maintenance.** Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of Work or Services by the Contractor or its Subcontractors for the entire term

of this Agreement and for such longer periods of time as may be required under other clauses of this Agreement.

- 10.2.3 **Waiver of Subrogation.** The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).
- 10.2.4 **County Not Liable for Paying Deductibles.** For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing Work or Services on behalf of the Contractor or for the Contractor's benefit under this Agreement.
- 10.2.5 **Cancellation Notices.** During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Agreement within two (2) business days of receipt of such notice or change.
- 10.2.6 **Additional Insured.** For any on-site work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Agreement except professional liability and workers compensation.

10.3 Proof of Insurance

- 10.3.1 **Certificates Required Prior to Commencing Work.** The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Agreement and the Contractor shall not commence Work or provide any Service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the County. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount, and classification required by this section and outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard, and the expiration dates. Upon request from the County, the Contractor shall furnish copies of the required insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations.
- 10.3.2 **Termination and Non-Payment.** This Agreement may be terminated by the County, without penalty or expense to County, if at any time during the

term of this Agreement proof of any insurance required hereunder is not provided to the County. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the County.

- 10.3.3 **Lapse.** The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement, but County has no obligation to renew any policies.

- 10.4 **Survival.** The provisions of this section shall survive the cancellation or termination of this Agreement.

11 TERMINATION

- 11.1 County may terminate this Contract upon at least thirty (30) days prior written notice to Contractor.
- 11.2 Contractor may terminate this Contract upon at least one hundred eighty days (180) days prior written notice to County.
- 11.3 Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
- 11.3.1 Stop work under the Contract on the date and to the extent specified in County's Notice of Termination.
- 11.3.2 Inform County of the extent to which performance is completed.
- 11.3.3 Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Contract as is not terminated.
- 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 4- Term of Contract, Article 5 – Contract Price and Compensation, and this Article 6 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Contract for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's

approval of such settlements shall be final for all the purposes of a termination under this Article 5 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.

- 11.6 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete the Contractor's unfinished Services. As such, County may apply unpaid Compensation due and owing to the Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.
- 11.7 The right of termination provided to the County and the Contractor herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Contract which imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Contract.

12 Bonds

12.1 Performance and Payment Bonds

Contractor shall furnish Construction Performance and Payment Bonds in conformance with Florida Statute 255.05 within seven days after an Event Notice to Proceed is issued, as security for the faithful performance and payment of all Contractor's obligations under the resulting Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The bond shall be issued by an agency authorized to do business in the State of Florida with a rating of "A" or higher, as listed in the A.M. Best & Company latest published rating. An attorney in fact who signs Performance and Payment Bonds must file with the bond a certified copy of his/her power of attorney to assign said bond.

Concurrently with an assessment of the damage immediately following a disaster event, the County, in consultation with the Contractor, shall determine the Contractor's scope of services and an estimated dollar value of the work for the event, based upon the best data available at the time. The initial Task Order issued by the County for each specific event shall require the Contractor to provide the appropriate size Performance and Payment Bonds, each equal in sum to the estimated dollar value of the work. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

Performance and Payment Bonds for each event shall comply with all other requirements, unless otherwise stated. If the catastrophic event diminishes after the Event Notice to Proceed is issued, a stop work order shall be issued to cancel the Performance and Payment Bonds tied to said event.

13 DISPUTE RESOLUTION

- 13.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 13, Dispute Resolution. The Contractor and County Debris Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Work or Services. Issues shall be escalated to successive management levels as needed.
- 13.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under these agreements, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 13.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within five (5) County Work Days of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Debris Manager
10	Contractor's Sr. Vice President of Sales	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

- 13.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days

of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

- 13.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 13, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

14 MISCELLANEOUS PROVISIONS

- 14.1 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such Services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever.
- 14.2 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.
- 14.3 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950

In the case of Contractor:	with a copy of legal notices to:
Phillips and Jordan, Inc Attn: Steve Thompson Address: 10201 Parkside Drive Suite 300 Knoxville, TN, 37922 Phone: 865 688-8342	Phillips and Jordan to complete

14.4 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Agreement to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 14.10.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without amendment to the Contract.

- 14.5 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such

Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.

- 14.6 **Audit Right and Retention of Records.** County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of this Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 14.6. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Knoxville, TN. Nothing in this section 14.6 shall require Contractor to violate any laws applicable to Contractor as a provider of debris removal, reduction, and disposal.
- 14.7 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 14.8 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services/Work or future Statement of Work, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the Contract Administrator to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the Contract Administrator with such information as necessary for County to evaluate the new key personnel. In the event the Contract Administrator has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty

(30) days notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.

14.8.1 **Upon request to the Contractor in writing, County** may request that one or more stenographers or transcribers be excluded from providing further Services or Work in connection with this Agreement where such stenographers or transcribers have performed poorly. Contractor shall assist the County in identifying the stenographer or transcriber responsible for poor transcription or captioning and immediately remove such stenographer or transcriber from providing further work in connection with this Agreement as soon as practiceable. In removing a stenographer or transcriber pursuant to this paragraph, Contractor agrees to ensure that alternate stenographers or transcribers are available to substitute for such removed stenographers and transcribers.

14.9 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.

14.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

14.10.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

14.10.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2)

business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

14.10.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.

- 14.11 **Bankruptcy Rights of County.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, County shall be entitled to retain all of its rights under this Agreement.
- 14.12 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 14.13 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.
- 14.14 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.
- 14.15 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 14.16 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding

concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

15 LOCAL GOVERNMENT REQUIREMENTS

- 15.1 **Public Records Law.** Contractor acknowledges that the records generated, maintained, or kept in the course of providing the Services and Work to be performed pursuant to this Contract are subject to the public records requirements of Chapter 119, Florida Statutes and Article I, § 24 of the Florida Constitution. Given the foregoing, the Contractor hereby agrees to:
- 15.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the County to perform the Services provided pursuant to this Agreement;
 - 15.1.2 Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise may be provided by law;
 - 15.1.3 Ensure that public records that are statutorily exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
 - 15.1.4 Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in the possession of the Contractor upon termination of the Agreement and destroy any duplicate public records that are statutorily exempt or confidential and exempt from statutory public records disclosure requirements. For the purposes of complying with this paragraph, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the public agency; and
 - 15.1.5 In responding to any public records request, Contractor shall (i) notify the County of the request and the Contractor's intentions with regard to such request and (ii) provide the County with copies of all records requested and produced, as well as copies of all correspondence between the Contractor and the requestor. Contractor further agrees not to release any records that are statutorily exempt from disclosure or statutorily confidential and exempt without first receiving prior written authorization from the County, it being understood that the legislature has designated such records exempt or otherwise confidential based upon important public policy or safety reasons.

Contractor shall, defend, indemnify, and hold the County harmless from and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to perform or otherwise adhere to the requirements of this section, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom, claims for negligent disclosure of confidential or exempt records, and claims for failure to produce or otherwise timely produce

records subject to disclosure. County shall further be authorized to seek declaratory, injunctive, or other appropriate relief from a court of competent jurisdiction on an expedited basis to enforce the requirements of this section, it being understood that the maintenance and production of public records is of paramount public importance under Florida law. Regardless of the foregoing, the enumeration of the remedies recited herein shall not be interpreted to limit or otherwise restrict the County from seeking any other appropriate cause of action against or remedy from the Contractor, whether in law or in equity, in the County's enforcement of the requirements of this section.

- 15.2 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 15.3 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or Ordinance.
- 15.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state and local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall protect and indemnify County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.
- 15.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Contract. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all Services funded by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of the Contractor furnished or provided in connection with this Contract, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims,

sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Contract because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

15.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the Term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.

15.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

15.8 **Prohibition Against Contingent Fees.**

15.8.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she or 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 Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

15.8.2 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

15.8.3 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide

employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for professional Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for professional Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

- 15.8.4 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, an agreement for professional Services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such an agreement for professional Services between the County and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

15.9 **Equal Opportunity; Disadvantaged Business Enterprises.**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16 All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.

17 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for Debris Removal, Reduction and Disposal on the date last written below.

Attest:

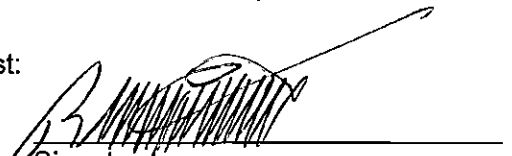

 James T. Dinneen
 County Manager
 Date: 7/18/2016

COUNTY OF VOLUSIA

BY:

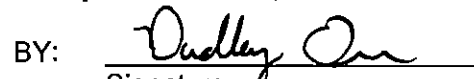

 Jason P. Davis
 County Chair
 Date: 7-11-16

Attest:


 Signature
 Bill Mitchum
 Contract Administrator
 Name and Title
 Date: 6/17/16

Phillips and Jordan, Inc.

BY:


 Signature
 Dudley Orr,
 Vice President
 Name and Title
 Date: 6/17/16

CC Date: 07/07/14

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

EXHIBIT A Scope of Services

Background

The Volusia County (County) Public Works Department (PW) is seeking to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the County seeks proposals from qualified Contractors with sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

Description of Designated Areas

- A. The designated area for debris removal (the County right-of-way) is bounded by the County limits of Volusia County and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Contractor to perform debris removal on non-County roadways, waterways or other areas, as directed in writing by the County Debris Manager.
- B. In accordance with MAP-21, following a Presidential Disaster Declaration all debris removal from FHWA funded road segments will be funded by FEMA. Following a Governor declared disaster and if tasked with debris removal from Federal Aid Highway segments within Florida Department of Transportation, District 5 under the Federal Highway Administration (FHWA) Emergency Relief (ER) Program, the Contractor will be required to provide crews separate from those providing any other County ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER eligible roadways will only collect debris from FHWA-ER eligible roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program Eligible roadways to include those identified in Exhibit D – FHWA Form 1273.
- C. The County Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.
- D. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated

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work area without prior approval from the County or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

- E. Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.
- F. Contractor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County Designated Final Disposal Site that have been approved to receive storm-generated debris and adhere to all local, state and federal regulations.
- G. The County will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the County, the County may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the County. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.
- H. The County Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128. Additional County Designated Final Disposal Sites may be approved by the County in writing depending on the severity of the disaster and the amount of debris generated.
- I. All County Designated Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the County Debris Manager.
- J. Payment for disposal costs such as tipping fees incurred by the Contractor at a County Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haulout ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the County Designated Final Disposal Site.

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- K. Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the County and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris-generating event include wood waste, metals, and concrete. The recent passing of the Public Assistance Alternate Procedures allows for the County to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the County.
- L. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- M. The County reserves the right to inspect DMS, verify quantities and review operations at any time.
- N. The county, at its sole discretion, may elect to perform work with in-house forces or additional contract forces.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Notice to Proceed orders are issued and executed by the County for the Contractor) by the Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to include those identified in Exhibit D – FHWA Form 1273 and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include: examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to County approved DMS(s) or County Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a County Designated Final Disposal Site; disposing of reduced debris at a County Designated Final Disposal Site or ORSWMF and supporting documentation. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed orders, unless otherwise directed by the County Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

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At the request of the County this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within 70 working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Contractor's 70 hour limit through a written request. This may include roadways in municipalities within the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Contractor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
- g. The Contractor must provide traffic control as conditions require or as directed by the County Debris Manager.

3. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the County ROW to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

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- a. For the purposes of this contract, Eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of Eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.
- f. The Contractor must provide traffic control as conditions require or as directed by the County Debris Manager.

4. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of the DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

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- i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
- m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

5. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the County Debris Manager, Division of Forestry, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with third-party groundwater and soil testing.
- b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program

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- (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).
- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
 - e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
 - f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
 - g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
 - h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
 - i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the County. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the County may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
 - j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
 - k. Contractor will only permit Contractor vehicles and others specifically authorized by the County or its authorized representative on site(s).
 - l. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (**See Debris Site Tower Specifications**).
 - m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

6. Haul-Out of Reduced Debris to a County Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a County approved DMS(s) to a County Designated Final Disposal Site in accordance with all federal, state and local rules and

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regulations. The Contractor shall not receive any payment from the County for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-County Designated Final Disposal Site. All debris residing in the County ROW and County provided DMS shall be the property of the County until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the County.

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal." Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The County will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the County Debris Manager or its authorized representative. In order for leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
 3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 4. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be

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communicated to the Contractor, in writing, by the County Debris Manager or its authorized representative. In order for hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two (2) inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

8. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the County ROW. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item 2. The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions of scope of services item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager or its authorized representative. In order for hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Exhibit F – FEMA FP 104-009-2, Appendix E). The County or its authorized representative will measure and certify all Eligible stumps prior to removal.

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

9. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

- a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

10. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved facility for recycling. The designated facility for recycling must be approved in writing by the County. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

- a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated County approved DMS for refrigerant removal by the Contractor's qualified technicians.

11. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a County Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the County. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

12. Eligible Dead Animal Carcasses

Under this element, work shall consists of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County Designated Final Disposal Site. Contractor shall coordinate activities with the Volusia County Animal Services Division and the Volusia County Health Department.

13. Other Debris Removal Work

- a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the County, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the County or its representative
- b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the County, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.
- c. Removal of Sand, Silt, and Sediment from Storm Drains and Catch Basins- Following a flood event, the Contractor(s) may be tasked with removing sand, silt, sediment and debris that has been washed into storm drains and catch basins in order to restore drainage function.
- d. Abandoned Vehicles and Vessels- The Contractor(s) shall remove vehicles and vessels from County ROW and County property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

14. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.

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- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

15. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the County. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a County Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Technical Specifications

Notice To Proceed Orders

The County Public Works Director or representative shall issue official written Notice to Proceed (NTP) orders for the services referenced in this contract. The NTP orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the County then the NTP orders will be hand delivered. Under no circumstances shall the County be liable for any services rendered unless the written NTP orders have been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the NTP orders in writing to the County Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the County during the disaster recovery effort including but not be limited to:

- a. Assist the County in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
- b. Work closely with State Emergency Management, FEMA, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- c. Utilize County tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement.
- d. The Contractor shall conduct daily meetings with the County to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the County that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks and city limit lines when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the County.
- e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the County for reference. Upon completion of the work, these record documents and samples shall be delivered to the County.

Mobilization/Response

Within twenty-four (24) hours of the County being placed in the National Oceanic Atmospheric Administration five (5) -day hurricane forecast, the Contractor(s) shall contact the County regarding potential contract activation. Within twelve (12) hours of being issued NTP orders from the County, the Contractor(s) shall mobilize equipment and resources in the County. Within twenty-four (24) hours of being issued NTP orders

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from the County, the Contractor(s) shall be prepared to begin debris removal operations as directed by the County Debris Manager. As part of the Contractor's mobilization effort the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the County.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Use of Local Resources

The County strongly encourages the use of local resources. The Contractor(s) shall perform at least 30% of the work with its own forces and give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers. A list of subcontractors will be required when activated and maintained current throughout the activation. The county reserves the right to approve all subcontractors and updates thereto. The preference for the use of local resources is not applicable to FHWA funded Emergency Relief projects.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, County coordination and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to

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- ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Contractor(s).
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County Designated Final Disposal Site.
 - d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
 - e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
 - f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services

Rapid Response Crew

Contractor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric

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reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

Production Rates For Debris

The County intends to participate in increased federal cost share incentives, such as those included the FEMA Alternative Procedures Pilot Program for Debris Removal. In order to help facilitate the County's participation in any available accelerated debris removal incentives, the Contractor commits to the following productions rates for debris removal:

- a. Up to one hundred thousand (100,000) cubic yards 10 calendar days from Notice to Proceed (NTP).
- b. Up to two hundred fifty thousand (250,000) cubic yards 15 calendar days from NTP.
- c. Up to five hundred thousand (500,000) cubic yards 30 calendar days from NTP.
- d. Up to one million (1,000,000) cubic yards 60 calendar days from NTP.
- e. Greater than one million (1,000,000) cubic yards after 60 calendar days, two hundred fifty thousand (250,000) cubic yards every 15 calendar days thereafter.
- f. The ability to be fully operational for the reduction and disposal of debris within 72-hours of initial NTP.
- g. The ability to incinerate daily debris volumes within thirty (30) days on a first in, first out basis. Contractor shall use double air feed curtain, as directed to incinerate debris.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Contractor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Contractor(s) shall pay all such costs to the utility company for any adjustments.
- b. The County may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

- a. The Contractor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting

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trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Contractor will submit all recycling proceeds to the County.

Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Contractor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

Exhibit A
Scope of Services

16-P-32PW-Phillips & Jordan

- f. The Contractor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

- a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the County from the appropriate agency.
- b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the County ROW to County approved DMSs or County Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
- d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- e. The County or its authorized representative will use an automated debris management system for recording volumes of debris removal. A printed copy of each electronic ticket will be provided to the Contractor(s) for their records. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use.
 1. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and County authorized representative name and signature. No payment will be made by the County for incomplete load or unit rate tickets submitted for payment.
 2. Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide one copy to the vehicle operator. Upon arrival at the DMS or County Designated Final Disposal Site, the vehicle operator will present the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County Designated Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load

Exhibit A
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ticket. The County will keep the original electronic copy, one (1) copy will be given back to the vehicle operator and one (1) copy will be provided to the Contractor.

3. Loads of processed (e.g., chipped) debris being hauled from a DMS to a County Designated Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County Designated Final Disposal Site.
4. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.
- b. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and/or applicant(s) (municipalities located within the County). Following a Governor's declaration, the Contractor(s) may be tasked with removing debris from FHWA-ER funded roadways and segregating this debris from any debris removed from non FHWA-ER road segments.
- c. Invoices shall be submitted to the County's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

Exhibit A
Scope of Services

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- e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
- f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- g. Payment for disposal cost incurred by the Contractor(s) at County Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the County Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County Designated Final Disposal Site, and proof of Contractor payment to the County Designated Final Disposal Site.
- h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed Eligible by FEMA or FHWA, unless the County otherwise agrees in writing.
- j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein.

Attachment: Volusia County, FL_Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)



Volusia County, Florida

Debris Removal, Reduction, and Recovery

Tab 7: Rate Structure

Exhibit C, Revision No. 1
Price Sheet

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Equipment Type With Operator	Hourly Rate	Day Rate
(includes fuel and maintenance costs)		
15-24 Cubic Yard Dump Truck	\$75.00	\$750.00
17 Cubic Yard Clam Truck	\$120.00	\$1,200.00
20 Cubic Yard Clam Truck	\$140.00	\$1,400.00
25-34 Cubic Yard Dump Truck	\$85.00	\$850.00
30 Ton or Larger Crane	\$300.00	\$3,000.00
35-44 Cubic Yard Dump Truck	\$90.00	\$900.00
45-54 Cubic Yard Dump Truck	\$95.00	\$950.00
50' Bucket Truck	\$145.00	\$1,450.00
5-14 Cubic Yard Dump Truck	\$75.00	\$750.00
55-64 Cubic Yard Dump Truck	\$110.00	\$1,100.00
65-74 Cubic Yard Dump Truck	\$115.00	\$1,150.00
75+ Cubic Yard Dump Truck	\$125.00	\$1,250.00
Bobcat Loader	\$75.00	\$750.00
D-6 Dozers or Equivalent	\$115.00	\$1,150.00
Diamond Z or Equivalent Tub Grinder	\$600.00	\$6,000.00
Equipment Transports	\$150.00	\$1,500.00
John Deere 544 Loader or Equivalent	\$100.00	\$1,000.00
Motor Grader	\$125.00	\$1,250.00
Rubber Tire Backhoe	\$105.00	\$1,050.00
Service Trucks	\$150.00	\$1,500.00
Stump Grinder	\$100.00	\$1,000.00
Track-Hoes-John Deere 690 or Equivalent	\$120.00	\$1,200.00
Tractor with Box Blade	\$100.00	\$1,000.00
Water Truck (2,000 Gallon)	\$85.00	\$850.00
Wheel-Loader 644 or Equivalent	\$125.00	\$1,250.00

Personnel and/or Equipment Type	Hourly Rate	Day Rate
1" Diaphragm Pump	\$12.50	\$125.00
1" Suction or Discharge Hose	\$4.00	\$40.00
12 Ton Lowboy	\$150.00	\$1,500.00
12' Work Boat with Motor	\$60.00	\$600.00
12' Work Boat without Motor	\$25.00	\$250.00
185 CFM Compressor	\$20.00	\$200.00
2" Chemical Suction or Discharge Hose	\$22.00	\$220.00
2" Diaphragm Pump	\$25.00	\$250.00
2" Diaphragm Pump S.S.	\$43.00	\$430.00
2" Suction or Discharge Hose	\$11.00	\$110.00
20' Response Trailer	\$45.00	\$450.00

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Note: Day rate calculations are based on a 10-hour work day.

Exhibit C, Revision No. 1
Price Sheet

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
3" Chemical Suction or Discharge Hose	\$28.00	\$280.00
3" Diaphragm Pump	\$39.00	\$390.00
3" Suction or Discharge Hose	\$15.00	\$150.00
3"X12' Absorbent Boom – Universal	\$65.00/box of 4	N/A
30 Gallon Over-pack	\$115.00	\$1,150.00
36' Response Trailer	\$75.00	\$750.00
4 mil 20X100 Polyethylene	\$70.00/each	N/A
4000-5000 Watt Generator	\$15.00	\$150.00
5"X1 0' Absorbent Boom- Petroleum	\$28.00/each	N/A
50 Ton Lowboy	\$150.00	\$1,500.00
55 – Gallon Drum Liners, 10 mil	\$10.00	\$100.00
55 – Gallon Drums	\$100.00	\$1,000.00
6 mil 20X100 Polyethylene	\$400.00	\$4,000.00
6 mil Bags	\$4.00/each	N/A
8"X1 0' Absorbent Boom – Petroleum	\$175.00	\$1,750.00
95 Gallon Poly Over-pack	\$325.00	\$3,250.00
Absorbent Pads Bundle – Petroleum	\$135.00	\$1,350.00
Absorbent Pads Bundle – Universal	\$155.00	\$1,550.00
Acid Suit	\$100.00	\$1,000.00
Administrative Assistant	\$42.00	\$420.00
Air Blower	\$8.00	\$80.00
Air Filtration Panel	\$12.00	\$120.00
Air-hose Section	\$3.25	\$32.50
Airless Spray	\$35.00	\$350.00
Airline Respirator (includes 150' of Airline)	\$45.00	\$450.00
Asbestos Abatement Supervisor	\$86.00	\$860.00
Asbestos Abatement Worker	\$42.00	\$420.00
Asbestos Inspector	\$85.00	\$850.00
Backhoe	\$105.00	\$1,050.00
Backhoe Extend-a-hoe	\$145.00	\$1,450.00
Barrel Cart	\$5.00	\$50.00
Boot Covers	\$8.00/pair	N/A
Box Truck	\$42.00	\$420.00
Bulldozer D4or Equivalent	\$105.00	\$1,050.00
Cascade Air System Per Employee	\$140.00	\$1,400.00
Caution/Hazard Tape	\$8.00/each	N/A
Chemist	\$85.00	\$850.00
Circular Saw	No Charge	No Charge
Clerical	\$42.00	\$420.00

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

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Note: Day rate calculations are based on a 10-hour work day.

Exhibit C, Revision No. 1
Price Sheet

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Climber with Gear	\$86.00	\$860.00
Combustible Gas Indicator	\$16.00	\$160.00
Cotton or Latex Gloves	\$0.70/pair	N/A
Cutting Torch	\$40.00	\$400.00
Detector Tubes	\$180.00/ten pack	N/A
DOT Hazardous Waste Labels	\$1.00	\$10.00
Drill with Bits	No Charge	No Charge
Duct Tape	\$5.00/Roll	N/A
Dump Truck	\$75.00	\$750.00
Electrical Cord Section (50')	\$5.00	\$50.00
Equipment Operator	\$52.00	\$520.00
Extension Ladders	\$8.00	\$80.00
Fiber Drums	\$75.00	\$750.00
Field Hazardous Material Manager	\$135.00	\$1,350.00
Field Hazardous Material Technician	\$110.00	\$1,100.00
Field Project Foreman	\$56.00	\$560.00
Field Project Supervisor	\$84.00	\$840.00
Fire Extinguisher	\$20.00	\$200.00
First Aid Station	N/A	\$10.00
Flatbed Trailer	\$22.00	\$220.00
Foreman with Truck	\$78.00	\$780.00
Grounding Cable and Rod	\$10.00	\$100.00
Hand Auger, Stainless Steel	\$25.00	\$250.00
Hand Operated Transfer Pump	\$10.00	\$100.00
Hand Tools Per Employee (Shovels, brooms, etc.)	No Cost	No Cost
Handheld Radios	\$15.00	\$150.00
Hazardous Material Containment Area Foreman	\$70.00	\$700.00
Hazardous Material Containment Area Manager	\$85.00	\$850.00
Hazardous Material Containment Area Supervisor	\$70.00	\$700.00
Hazardous Material Containment Area Technician	\$50.00	\$500.00
Hazcat Kit	N/A	\$8,500.00
Health and Safety Specialist	\$78.00	\$780.00
Hearing Protection	No Cost	No Cost
HEPA Vac	\$85.00	\$850.00
High Hazard Personnel Decontamination	\$400.00/kit	N/A
Inspector with Vehicle	\$78.00	\$780.00
Kappler Tape	\$15.00	\$150.00
Laborer	\$42.00	\$420.00
Leather Work Gloves	\$15.00/pair	N/A

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Note: Day rate calculations are based on a 10-hour work day.

Exhibit C, Revision No. 1
Price Sheet

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Level A Suit – Kappler Responder or Equal	\$800.00/each	N/A
Level B Suite- Kappler Responder or Equal	\$350.00/each	N/A
Low Hazard Personnel Decontamination	\$225.00/each	N/A
Mechanized Broom	\$80.00	\$800.00
Nitrile Gloves	\$8.00/pair	N/A
Noeprrene Gloves	\$12.00/pair	N/A
Office Trailer	\$25.00	\$250.00
Oil Dry	\$25.00/bucket	N/A
Oil Dry Spreader	\$6.00	\$60.00
Operator with Chainsaw	\$42.00	\$420.00
Passenger Car	\$16.00	\$160.00
Peat Moss	\$45.00/bag	N/A
Personal Protective Equipment/Level A Employee	N/A	\$250.00
Personal Protective Equipment/Level B Employee	N/A	\$45.00
Personal Protective Equipment/Level C Employee	N/A	\$25.00
Personnel Retrieval Harness	No Charge	No Charge
Personnel Retrieval System	\$125.00	\$1,250.00
Ph Paper	\$35.00/pack	N/A
Photographic Equipment	\$25.00	\$250.00
Photoionization Detector	N/A	\$110.00
Pickup Truck	\$22.00	\$220.00
Pickup Truck, 1 Ton	\$25.00	\$250.00
Pickup Truck, 4X4	\$22.00	\$220.00
Pickup Truck, Extended Cab	\$22.00	\$220.00
Port a John	\$15.00	\$150.00
Portable Eyewash Station	N/A	\$35.00
Portable Light Stand	\$25.00	\$250.00
Pressure Washer	\$25.00	\$250.00
Project Coordinator	\$85.00	\$850.00
Project Engineer	\$115.00	\$1,150.00
Project Geologist	\$95.00	\$950.00
Proshield	\$5.00/each	N/A
PVC Boots (Hazmat)	\$27.00/pair	N/A
PVC Gloves	\$2.50/pair	N/A
Rain Suit	\$28.00/each	N/A
Regulatory Manager	\$68.00	\$680.00
Respirator Airline, 50' Section	\$15.00	\$150.00
Respirator Cartridges	\$35.00/pair	N/A
Respirator Wipes	No Charge	No Charge

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Note: Day rate calculations are based on a 10-hour work day.

Exhibit C, Revision No. 1
Price Sheet

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Personnel and/or Equipment Type	Hourly Rate	Day Rate
Safety Superintendent	\$78.00	\$780.00
Saranex	\$25.00/each	N/A
SCBA Bottle Refill	\$20.00/each	N/A
Silvershield Gloves	\$12.00/pair	N/A
Skid Steer	\$85.00	\$850.00
Small Compressor	\$9.00	\$90.00
Soda Ash Bag	\$30.00/each	N/A
Spike Bar	No Charge	No Charge
Spill Classifier	\$18.00/strip	N/A
Step Ladders	No Charge	No Charge
Superintendent with Truck	\$96.00	\$960.00
Survey Personnel with Vehicle	\$105.00	\$1,050.00
Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	No Charge	No Charge
Toxic Gas Detector	\$35.00	\$350.00
Track-hoe 490 or Equivalent	\$120.00	\$1,200.00
Traffic Control Personnel	\$36.00	\$360.00
Traffic Control Vest, Cones, Flags, Barrels, etc.	No Charge	No Charge
Truck Driver	\$42.00	\$420.00
Tyvek	\$8.00/each	N/A
Vacuum Truck, 3,500 Gallon	\$300.00	\$3,000.00
Vermiculite	\$28.00/each	N/A
Water hose Section (Garden)	\$22.00/each	N/A
Wheelbarrow	No Charge	No Charge
Wire Welder	\$45.00	\$450.00
Wrench Kit (Bung wrench, speed wrench, etc.)	No Charge	No Charge

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

Exhibit C Revision No. 1
Price Sheet

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

Reference to RFP Scope of Services Items 2 thru 15			
2. Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County approved DMS location or County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	8.25	825,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	7.65	4,590,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	7.25	9,425,000
3. Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County Designated Final Disposal Site.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	8.25	206,250
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	100,000	7.65	765,000
Level 3 Disaster (Catastrophic damage countywide)	800,000	7.25	5,800,000
4. DMS Management and Reduction Through Grinding Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through grinding.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	4.5	450,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	3.75	2,250,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	3.25	4,225,000
5. DMS Management and Reduction Through Air Curtain Incinerators Work consists of management and operation of DMS locations for the reduction of Eligible disaster related debris through air curtain incineration.	Estimated Quantity Per Cubic Yard	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	100,000	4	400,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	600,000	4	2,400,000
Level 3 Disaster (Catastrophic damage countywide)	1,300,000	3	3,900,000
6. Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a County approved DMS location to a County Designated Final Disposal Site.	Estimated Quantity	\$ Per Cubic Yard	Total
Level 1 Local Storm (Tornado, Category 1-2 Hurricanes)	25,000	5	125,000
Level 2 Disaster (50% of County damaged, Cat. 3-4 Hurricanes)	150,000	5	750,000
Level 3 Disaster (Catastrophic damage countywide)	325,000	5	1,625,000

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

Exhibit C Revision No. 1
Price Sheet

SCHEDULE 1
HOURLY RATE PRICE SCHEDULE

7. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs. Work consists of removing Eligible hazardous leaning trees or hanging limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal (Collect & Haul).	Estimated Quantity	\$ Per Tree	Total
6 inch to 12.99 inch diameter Eligible Leaning Tree	200	50	10,000
13 inch to 24.99 inch diameter Eligible Leaning Tree	150	75	11,250
25 inch to 36.99 inch diameter Eligible Leaning Tree	50	95	4,750
37 inch to 48.99 inch diameter Eligible Leaning Tree	20	150	3,000
49 inch and larger diameter Eligible Leaning Tree	10	200	2,000
(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	125	125,000
8. Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS location or County Designated Final Disposal Site. Stumps will only be removed at direction of County after FEMA approval.	Estimated Quantity	\$ Per Stump	Total
24.1 inches to 36.99 inch diameter Eligible Stump	10	250	2,500
37 inch to 48.99 inch diameter Eligible Stump	5	400	2,000
49 inch and larger diameter Eligible Stump	5	600	3,000
9. Eligible Household Hazardous Waste Removal, Transport and Disposal. Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Gallon	Total
Liquid type hazardous material	1,000	15	15,000
10. Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of Eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	Estimated Quantity	\$ Per Pound	Total
Solid type hazardous material	1,000	5	5,000
11. Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling.	Estimated Quantity	\$ Per Unit	Total
Refrigerators and freezers requiring refrigerant recovery and decontamination	50	70	3,500
Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	35	1,750

Attachment: Volusia County, FL Contract fully executed (1794 : Debris Removal Services Phillips & Jordan)

EXHIBIT C-FHW A FORM 1273

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS**A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)****I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's workforce requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**a. Apprentices:**

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour

Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made

either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specially Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality,

quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

TITLE 23--HIGHWAYS

CHAPTER I--FEDERAL HIGHWAY ADMINISTRATION, DEPARTMENT OF
TRANSPORTATION

PART 635--CONSTRUCTION AND MAINTENANCE--Table of Contents

Subpart D--General Material Requirements

Sec. 635.410 Buy America requirements.

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of Sec. 635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either: (i) Includes no permanently incorporated steel or iron materials, or (ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must (i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and (ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

(3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.

(4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.

(5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.

(6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.

(7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.

(d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

[48 FR 53104, Nov. 25, 1983, as amended at 49 FR 18821, May 3, 1984; 58 FR 38975, July 21, 1993]

Editorial Note: For a waiver document affecting Sec. 635.410, see 60 FR 15478, Mar. 24, 1995.



FEMA

Exhibit E Contract 16-P-32PW-P&J

DAP9523.11

DISASTER ASSISTANCE POLICY

I. TITLE: Hazardous Stump Extraction and Removal Eligibility

II. DATE: MAY 15 2007

III. PURPOSE:

Establish criteria used to reimburse applicants for removing eligible hazardous stumps from public or, where authorized, private property.

IV. SCOPE AND AUDIENCE:

The policy is applicable to all major disasters and emergencies declared on or after the date of publication. It is intended for all personnel involved in the administration and execution of the Public Assistance Program, including applicants.

V. AUTHORITY:

Sections 403 and 407 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5206, as amended.

VI. BACKGROUND:

Public Assistance regulations authorize reimbursement for the removal of debris from public and private land when it is in the public interest. Such removal is in the public interest when it is necessary to: eliminate immediate threats to life, public health and safety, or eliminate immediate threats of significant damage to improved public or private property; or to ensure economic recovery of the affected community to the benefit of the community at large. Trees that are uprooted during a disaster event such that all or part of their roots are exposed may pose an immediate threat to public health and safety.

VII. POLICY:

A. When a disaster event uproots a tree or stump (i.e., 50% or more of root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety, FEMA may provide supplemental assistance to remove, transport, dispose, and provide fill for the root cavity of an eligible uprooted tree or stump. The Federal Emergency Management Agency (FEMA) will reimburse applicants reasonable costs for this type of work only when uprooted stumps are more than 24 inches in diameter (measured two feet from the ground), with the consensus of the Applicant and the State, and is approved in



FEMA

Exhibit E

DAP9523.11

DISASTER ASSISTANCE POLICY

advance by FEMA, using the attached Hazardous Stump Worksheet.

1. If it is necessary to remove an uprooted stump before it can be inspected by FEMA because it poses a threat that must be dealt with immediately, the applicant must submit documentation, to FEMA including photographs, that establishes its location on public property, specifics on the threat, stump diameter measured two feet up the trunk from the ground, quantity of material to fill the hole, and any special circumstances.
2. FEMA will reimburse applicants for extraction, transport and disposal of stumps with a diameter of 24 inches or smaller at the unit cost rate for regular vegetative debris, using the attached Stump Conversion Table, as such stumps do not require special equipment.
3. FEMA will reimburse applicants at the unit cost rate (usually cubic yards) for normal debris removal for all stumps, regardless of size, placed on the rights-of-way by others (i.e., contractors did not extract them from public property or property of eligible Private Non Profit organization). In such instances, applicants do not incur additional cost to remove these stumps because the same equipment that is used to pick up "regular" debris can be used to pick-up these stumps.
4. If an applicant incurs additional costs in picking up large stumps (over 24 inches in diameter) from rights-of-way, it should complete the Hazardous Stump Worksheet and present documentation to FEMA in advance for consideration.
5. Stumps with less than 50% of their root ball exposed should be cut flush at ground level and the cut portion included with regular vegetative debris.
6. Straightening or bracing of trees is eligible for reimbursement if it is less costly than removal and disposal. Applicant must provide a cost analysis showing cost effectiveness.

VIII. ORIGINATING OFFICE: Disaster Assistance Directorate (Public Assistance Division)

IX. SUPERSESSION: This policy supersedes Recovery Policy Number 9523.11, Hazard Stump Removal and Extraction Eligibility dated May 6, 2006.

X. REVIEW DATE: Three years from the date of publication.

David Garratt
Acting Assistant Administrator
Disaster Assistance Directorate

Exhibit E
Hazardous Stump Worksheet

Applicant: _____
Applicant Representative: _____
FEMA Representative (if available) _____
State Representative (if available): _____

Date: _____
Signature: _____
Signature: _____
Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		GPS (decimal degrees, 00.000000)		Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No	Latitude (N)	Longitude (W)		Yes	No		
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											

Stump Conversion Table

Exhibit E

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert cubic inches to cubic yards and is a constant

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		



**STAFF REPORT
CITY OF HOLLY HILL, FLORIDA**

**City Commission
Ordinance**

MEETING DATE: September 26, 2017
FROM: Kurt Swartzlander
SUBJECT: Ordinance 2995 An Ordinance of the City of Holly Hill, Florida,
Amending the Code of Ordinances, Chapter 54 Section 1, Solid
Waste; Creating Chapter 54-10 Franchises/Non-Exclusive
Franchises; Providing for Repeal of Ordinances in Conflict
Herewith; Providing for Severability; and Providing an
Effective Date.
NUMBER: (ID # 1789)
APPLICANT:
PLANNER:

DISCUSSION:

During recent contract negotiations the City entered into an agreement with Waste Pro to have an exclusive contract for all roll-offs in the city excluding recycling. This action requires an amendment to existing City ordinances that allows for franchisees to provide roll-off services in the city for construction and demolition services only.

FISCAL

ANALYSIS:

This decision has little to no impact on either the revenue or expenditure's of the city.

STAFF

RECOMMENDATION:

Approve first reading of Ordinance 2995 and amend the City ordinance to no longer allow franchisees for roll-off containers.

MOTION:

APPROVE FIRST READING OF ORDINANCE 2995, AMENDING THE CODE OF ORDINANCES, CHAPTER 54 SECTION 1, SOLID WASTE; CREATING CHAPTER 54-10 FRANCHISES/NON-EXCLUSIVE FRANCHISES; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Ordinance No. (ID # 1789)

**ORDINANCE 2995 AN ORDINANCE OF THE CITY OF HOLLY HILL,
FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54
SECTION 1, SOLID WASTE; CREATING CHAPTER 54-10
FRANCHISES/NON-EXCLUSIVE FRANCHISES; PROVIDING FOR
REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

ORDINANCE 2995

**AN ORDINANCE OF THE CITY OF HOLLY HILL,
FLORIDA, AMENDING THE CODE OF ORDINANCES,
CHAPTER 54 SECTION 1, SOLID WASTE; CREATING
CHAPTER 54-10 FRANCHISES/NON-EXCLUSIVE
FRANCHISES; PROVIDING FOR REPEAL OF
ORDINANCES IN CONFLICT HEREWITH; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, Chapter 54 of the City Ordinance, title Solid Waste regulates the manner in which Solid Waste is placed for collection; and

WHEREAS, the City Commission believes it is in the best interests of the citizens of the City of Holly Hill to amend its Solid Waste regulations to update definitions and to regulate the manner in which Solid Waste is collected; and

WHEREAS, underlined text are additions to the current adopted regulations and struck-through text are deletions.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF
THE CITY OF HOLLY HILL, FLORIDA:**

SECTION 1. That Section 54-10 is to be deleted as follows:

~~Sec. 54-10. Franchises/Non-Exclusive Franchises.~~

~~(1) Franchises~~

~~(a).— All solid waste generated and accumulated within the City Limits of the City, by both residential and commercial properties, shall be collected and removed by a City franchisee except as otherwise specifically provided in this Ordinance.~~

~~(b).— All residential recyclables generated and accumulated within the corporate boundaries of the City shall be collected and removed by the franchisee as otherwise provided in this~~

~~Ordinance. The City's scope of authority relating to recovered materials is as set forth in Section 403.7046, Florida Statutes, and other controlling law.~~

~~(c).— No owner, occupant or other person having control of a property shall collect or remove, or cause to be removed any solid waste generated on such property except by utilizing the franchisee or as otherwise provided in this Ordinance.~~

~~(d).— No person may collect or transport solid waste or recyclables except as provided in this Ordinance.~~

~~(e).— This Section applies to all persons except those utilizing their personal passenger cars, station wagons or pick-up trucks of one (1) ton or less capacity to transport items from a residence owned by the person to a solid waste or recycling facility.~~

~~(2) FRANCHISE AGREEMENTS~~

~~(a).— The City may enter into an exclusive or non-exclusive franchise agreement or agreements with any person to provide for residential and/or commercial solid waste and recyclables collection services within the City except as may be proscribed by State law. Each franchise agreement shall contain such terms and conditions as prescribed and set forth in the procurement documents of the City and shall be awarded in accordance with the procedures of the City Commission as may exist from time to time.~~

~~(b).— This Ordinance herein sets forth the conditions for the grant of exclusive or non-exclusive right, privilege and franchise to provide solid waste and recyclables collection services within the City.~~

~~(c).— Any franchise granted under the provisions of this Ordinance shall include the right to operate collection vehicles on the public streets of the City and to conduct a solid waste and recyclables collection business within the City.~~

~~(d).— This Ordinance grants no independent authority to operate a solid waste or recyclables collection services business to any person. Such a grant can only be made by the award of a City solid waste or recyclables franchise agreement to a specific franchisee who has complied with the provisions of this Ordinance.~~

~~(e).— If a franchisee has entered into a contract with the City to perform the services set forth herein, no other solid waste or recyclable collector shall be permitted by the City to provide solid waste or recyclables collection services within the City, except for services not covered under the franchise agreement. Franchise agreements may either be exclusive or non-exclusive based upon the nature of the procurement activity initiated by the City.~~

~~For reasons of this Ordinance, non-exclusive franchise agreements may be entered into by the City to provide construction and demolition debris collection and disposal, which will include land clearing and professional tree removal experts~~

~~(f).— The franchisee shall maintain an insurance policy issued by a Florida licensed insurance company for public liability and property damage in the amounts as specified in the franchise agreement. The City shall be named as an additional insured and the policy shall provide that the City shall be provided at least thirty (30) days written notice prior to cancellation or modification. Throughout the duration of the franchise agreement, the franchisee shall supply the City with a renewal or replacement certificate of insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a per se breach of the franchise agreement.~~

~~(g).— Persons or entities desiring construction and demolition debris collection services franchises shall complete and submit to the City an application form, together with the franchise fee in an amount to be set by resolution. The form of the application shall be prescribed by the City Manager. Upon receiving the completed application form and application fee, the City Manager or his/her designee will review for approval or non approval. The City may deny the application, or approve it with or without reasonable conditions. Franchises are renewable annually which requires approval by the City Commission. The franchise fee shall be set by resolution and shall be prorated on a monthly basis.~~

~~(3) FRANCHISE FEE AND RELATED FINANCIAL MATTERS.~~

~~(a).— The franchisee shall pay to the City a franchise fee. The amount of the franchise fee, the terms and conditions of payment of the franchise fee and the minimum guaranteed franchise fee shall be established at the time of the award of a franchise agreement. The franchise fee shall not be listed as a separate item on invoices. The books and records of the franchisee shall be subject to audit by the City upon not less than five (5) days demand by the City at all reasonable times within the City for the purpose of determining the amount of franchise fees due to the City. Said books shall not generally be audited more than two (2) times per year or at a greater frequency except to the extent that said audits are deemed necessary by the City for the purpose of validating franchise fees due to the City or to ensure compliance with law.~~

~~(b).— Franchise fees may be adopted by City resolution and may be charged in accordance with the same or the provisions of the franchise agreement. Franchise fees may be a percentage of the gross revenue for one (1) or more types of solid waste or recyclables collection whether or not service is provided under the franchise agreement. Franchise fees may also be established in the course of procurement activities of the City.~~

~~(c).— For any services required to be performed under a franchise agreement, the charges by the City to the recipients of the solid waste and recyclables collection services shall be as set forth by City resolution or in a franchise agreement resulting from the City's procurement activities.~~

~~(4) DUTIES OF FRANCHISEES.~~

~~(a).— The franchisee shall perform, at a minimum, the following:~~

~~(1).— Collect and remove all properly contained or bundled solid waste and all special wastes generated by customers within the City requiring such services, except as otherwise provided in this Ordinance and pursuant to the terms and conditions of the franchise agreement.~~

~~(2).— Carry out and perform all provisions of the franchise agreement.~~

~~(3).— Allow City to conduct a financial audit performed by a certified public accountant in accordance with generally accepted accounting principles, whenever determined necessary by the City relative to the provisions of a franchise agreement.~~

~~(4).— Provide access to the City, upon reasonable notice, full access to all records with respect to the franchise agreement.~~

~~(5).— Allow the City to inspect any and all vehicles and equipment used.~~

- ~~(6).— Devote sufficient personnel, time and attention to work required under a franchise agreement.~~
- ~~(7).— Ensure that no person convicted of a crime involving illegal drugs, violence, or a weapon or is a sex offender is employed to work within the City.~~
- ~~(8).— Ensure that all employees are safe drivers with clean driving records, except for non-moving offenses.~~
- ~~(9).— Provide for a system of random drug and alcohol testing of employees and to provide a written policy instituting such activities to the City which policy shall be subject to the reasonable approval of the City.~~
- ~~(10).— Comply with all applicable Federal, State, County and City laws, rules, regulations and ordinances.~~
- ~~(11).— Assist the City in complying with State law relative to recycling.~~
- ~~(12).— Dispose of solid waste on at a facility approved by the City.~~
- ~~(13).— Operate only between the hours of 8:00 a.m. until 7:00 p.m. on Mondays through Saturdays and, absent approval by the City Manager, not engage in any collection at any time on Sundays; provided, however, that when commercial containers are emptied by mechanical means, such activity may only occur after 8:00 a.m. and before 7:00 p.m. Mondays through Saturdays if the container is located within one hundred and fifty feet (150') of any residence.~~
- ~~(14).— Not unduly interfere with vehicular or pedestrian traffic while conducting operations.~~
- ~~(15).— Operate in a manner which does not cause a nuisance or undue noise.~~
- ~~(b).— It is prohibited and unlawful to violate the provisions of this Section.~~

~~(5) TRANSFERABILITY.~~

- ~~(a).— No franchise agreement shall be transferred or assigned to another person without first obtaining the written and formal approval of the City Manager.~~
- ~~(b).— Applications for a transfer must be in writing and provide the City Manager with such information as he or she may determine to be reasonably necessary and each application shall be accompanied by the annual fee in the amount established by resolution adopted by the City Commission.~~

~~(6) VEHICLES.~~

- ~~(a).— All solid waste and recyclables collection vehicles operating in the City shall be clearly marked with the name of the franchisee and the franchisee's telephone number.~~
- ~~(b).— All trucks, trailers, and other vehicles used to collect, transport and dispose of solid waste or recyclables in the City or to transport solid waste or recyclables over any public roadways in the City shall:~~
 - ~~(1).— Be constructed as watertight as possible to limit the escape of water or other fluids~~

from the vehicle.

(2).— ~~Be fully enclosed or covered so as to prevent the escape of any solid waste or recyclables. The vehicles shall be packer type vehicles and the cover may be net mesh not greater than 1 ½ inches, tarpaulin or fully enclosed metal.~~

(3).— ~~Be washed thoroughly on the inside of the body and sanitized with an effective disinfectant and deodorant at least daily.~~

(4).— ~~Be washed thorough on the exterior of the body at least weekly.~~

(5).— ~~Comply with all local, regional, State and Federal roadway weight limits.~~

(6).— ~~Comply with all local, regional, State and Federal laws, rules and regulations applicable to such vehicles.~~

(7) INSURANCE AND BOND REQUIREMENTS. ~~The City Commission of the City of Holly Hill hereby enacts a new Section of the Code of Ordinances of the City of Holly Hill to read as follows:~~

(a).— ~~Franchisees are authorized under this Section to aid the City in fulfilling its responsibility for providing an adequate, safe and sanitary system of collecting, transporting and disposing of refuse from buildings and establishments which are not covered by the City franchisees' solid waste and recyclables collection services franchise agreements.~~

(b).— ~~All solid waste or recyclable collection franchisees who are issued a franchise shall secure and maintain a public liability insurance policy in the amount of not less than \$1,000,000.00 for one (1) person injured, an \$5,000,000.00 for more than one (1) person injured, and property damage liability insurance of not less than \$5,000,000.00. Evidence of such insurance shall be deposited with the City Clerk, or designee, prior to issuance of the franchise. The franchisee shall maintain an insurance policy in place issued by a licensed insurance company permitted to do business in the State of Florida for a public liability and property damage in the amounts specified. The City shall be named as an additional insured, and the policy shall provide that the City shall be provided at least thirty (30) days written notice prior to cancellation or any modification. Throughout the duration of the franchise, the franchisee shall supply the City with a renewal or replacement certificate of insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. Failure to maintain insurance shall be a *per se* breach of the franchise.~~

(c).— ~~Each franchisee, at the time of issuance of the franchise, shall furnish a performance bond at a minimum in the sum of \$10,500.00. Said bond may be either a cash bond or surety bond with a good and sufficient surety approved by the City Commission. The obligation of said bond shall be the franchisee's guarantee of faithful performance of and compliance with all requirements of this Ordinance and all other applicable laws.~~

**(8) PENALTIES/VIOLATIONS/INTERPRETATION OF ORDINANCE/
RECONCILIATION WITH FRANCHISE AGREEMENT/CHARGES.**

(a).— ~~Any person violating any of the provisions of this Ordinance shall be punished as provided by the City Code of Ordinances or other applicable state or federal laws.~~

(b).— ~~All persons participating in, or contributing to, a violation of this Ordinance shall be in violation.~~

(c).— ~~The City may engage in any other code enforcement activities and processes, as it deems~~

~~appropriate under the circumstances, and may seek judicial and administrative remedies as deemed appropriate by the City.~~

~~(d).— Should any franchisee be found by the City Manager, after notice and an opportunity to be heard, to be in violation of the terms and conditions of this Ordinance then the City Manager may suspend or revoke the franchise and take appropriate actions to protect the public health safety and welfare unless such Franchise was awarded by the City Commission then any revocation shall be handled by the City commission.~~

~~(e).— Each act of violation of this Ordinance shall constitute a separate violation.~~

~~(f).— This Ordinance shall be interpreted in conjunction with any franchise agreements entered, and permits issued, by the City.~~

~~(g).— The City Commission may deviate from the provisions of this Ordinance in entering a franchise agreement as to technical solid waste and recyclables collection matters relating to franchisees operating within the City.~~

~~(h).— In the event that this Ordinance and a franchise agreement conflict, the provisions of the franchise agreement shall prevail. In the event that the provisions of this Ordinance and the franchise agreement have equivalent effect, those provisions may be enforced by the City either as a matter of contract or as a matter of code enforcement regulatory authority. In the event that a provision of this Ordinance is applicable and no similar provision is set forth in the franchise agreement, the provisions of this Ordinance shall be applicable.~~

SECTION 2. That the City's contracted solid waste hauler shall be the exclusive franchisee for all solid waste removal in the city excluding commercial recycling.

SECTION 3. That if any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

SECTION 4. That all laws or parts of laws in conflict herewith are hereby repealed.

SECTION 5. That this Ordinance shall be published as required by law.

SECTION 6. That this Ordinance shall become effective immediately.

APPROVED AND AUTHENTICATED on this 26th day of SEPTEMBER, 2017 for first reading.