

**TERM CONTRACT FOR  
LIQUID CORROSION INHIBITOR CHEMICAL – SUPPLY AND DELIVERY**

**THIS TERM CONTRACT** is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Carus LLC**, a Delaware limited liability company authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

**WITNESSETH**

**WHEREAS**, the County requires the services of a contractor to perform liquid corrosion inhibitor chemical supply and delivery; and,

**WHEREAS**, the County issued Invitation for Quotes (IFQ) #191834CEG on August 9, 2019; and,

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

**WHEREAS**, the County approved a Notice of Recommended Award on September 30, 2019; and,

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

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

**I. CONTRACTOR'S SERVICES**

The Contractor agrees to diligently provide all materials, services and labor for liquid corrosion inhibitor chemical supply and delivery in accordance with the specifications made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

**II. TERM**

This Term Contract shall commence December 10, 2019 and shall continue for a period of three years. This Term Contract may be renewed for up to two additional one-year periods subject to written agreement of both parties.

**III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE**

- A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract. In no event shall the County be obligated to pay the Contractor in excess of amounts that are lawfully appropriated for this purpose.

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- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

**IV. METHOD OF PAYMENT**

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

**V. ADDITIONAL SERVICES**

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

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

**VI. LIABILITY OF CONTRACTOR**

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section shall survive the termination or expiration of this Term Contract.

**VII. CONTRACTOR'S INSURANCE**

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

**VIII. RESPONSIBILITIES OF THE CONTRACTOR**

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Term Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. 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 Term Contract 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 any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of §112.313, F.S., as it relates to work performed under this Term Contract. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

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- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.
- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in

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Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Term Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Term Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Term Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

**IX. FORCE MAJEURE**

The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

**X. OBLIGATIONS OF COUNTY**

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

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- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

**XI. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination.
1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
  2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Term Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Term Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.



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- G. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
  - 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
  - 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
  - 3. Claims made, or likely to be made, against the County or its property;
  - 4. Damages to the County or a third party caused by the Contractor;
  - 5. The Contractor's failure or refusal to perform any other obligation under this Term Contract.

**XII. DISPUTE RESOLUTION**

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Term Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Term Contract.

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- F. This Term Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

**XIII. STOP WORK ORDER**

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Term Contract in accordance with provisions contained in Section XI.A.

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

**XIV. PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Sarasota County  
Public Records office  
1660 Ringling Blvd.**



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**Sarasota, FL 34236**

**Phone: 941-861-5886**

**Email: publicrecords@scgov.net**

**XV. MISCELLANEOUS**

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law.
- G. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.

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- J. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Term Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Term Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Term Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

**Contractor's Representative:**

Name: Barbie Smith  
Title: Inside Sales Manager  
Address: 315 Fifth Street  
Peru IL 61354  
Telephone: 800-435-6856  
:  
Facsimile: 815-224-6697  
E-mail: [bids@caruscorporation.com](mailto:bids@caruscorporation.com)

**County's Administrative Agent:**

Name: Jill Dallmann  
Title: Project/Contract Manager  
Address: 1001 Sarasota Center  
Blvd.  
Sarasota, FL 34240  
Telephone: 941-650-9217  
Facsimile: 941-961-0968  
E-Mail: [jdallmann@scgov.net](mailto:jdallmann@scgov.net)

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. The solicitation and all attachments and addenda thereto are hereby incorporated in the Term Contract by reference.
- R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

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1. Term Contract
2. Solicitation
3. County's Purchase Order

## **EXHIBIT A SPECIFICATIONS**

### **1. LIQUID CORROSION INHIBITOR CHEMICAL SPECIFICATIONS**

A. Liquid Corrosion Inhibitor Chemical must meet the following specifications:

- i. Chemical Reactivity: non-reactive
- ii. Shelf Life:  $\geq 12$  months
- iii. Solubility: 100% in water
- iv. Specific Gravity @ 20°C (68°F): 1.3 to 1.4
- v. Boiling Point:  $> 100^{\circ}\text{C}$  (212°F)
- vi. Weight: Minimum 10.84 pounds per gallon
- vii. Percent Phosphate Concentration:  $\geq 35$  percent by weight as PO<sub>4</sub>.
- viii. Blend of Ortho to Poly shall be 50% / 50%.
- ix. Solution shall be 35% active ingredients.

B. Only Liquid Corrosion Inhibitor Chemical is utilized at the County's water treatment facilities. Any product that contains a blend of polyphosphates and/or orthophosphates with zinc, silicates or other compounds shall be rejected. The product corrosion rate shall average less than or equal to 5.0 mils per year for mild steel and less than or equal to 0.5 mils per year for copper.

C. The product supplied, in accordance with these specifications, shall be capable of reacting satisfactorily so as to perform the desired corrosion control function in treated water with a pH range of 7.3 - 8.5 after treatment. The product supplied shall not increase chlorine demand in the water system.

D. The Contractor shall provide the following required documents within five (5) business days of the County's request.

- i. A letter from an accredited certifying organization certifying that the product supplied meets or exceeds National Sanitation Foundation (NSF) Standard No. 60 and that the level of lead (Pb) in the product provided is less than 1.0 ppm.
- ii. A statement from the manufacturer stating specifically that the product supplied is manufactured from raw materials bearing food grade quality assurances.
- iii. A statement from the manufacturer stating that the product supplied meets the Recommended Maximum Contaminant Level (RMCL) as listed in the Water Chemical CODEX as being non-toxic to humans.
- iv. A letter from the Florida Department of Environmental Protection (FDEP) stating that the product supplied is approved for use in a potable water supply.

## **EXHIBIT A SPECIFICATIONS**

### **2. PERFORMANCE MONITORING / TESTING**

- A. The Liquid Corrosion Inhibitor Chemical product supplied by the Contractor must have undergone a minimum of six (6) months of coupon testing to validate performance in potable water. The County reserves the right to request the coupon testing results. Otherwise, the Contractor must perform, with County assistance, inhibitor performance monitoring through distribution system coupon testing during the full duration of the Term Contract. In this case, the Contractor shall work with the County to select and monitor a minimum of ten (10) corrosion control coupons at selected locations in the distribution system during the full length of the Term Contract. The coupons shall be pulled and analyzed by the County quarterly (every 90 days). Coupon weight loss or gain and changes in coupon thickness shall be measured and recorded. Coupon testing shall be paid for by the Contractor.
- B. Distribution system performance will also be measured by copper and lead analysis, microbiological analysis, and system tests for PO<sub>4</sub>, and total phosphate. These tests will be performed by the County and results evaluated by the County to determine acceptable product performance. General system conditions such as discolored water, plumbing failure rates, customer complaints and other reports indicating system conditions will also be considered.
- C. The County reserves the right to have every product shipment tested by an approved laboratory or by in-house evaluation (at County's expense) for confirmation the product being delivered meets specifications. If the product fails testing, the County will reject the shipment.
- D. If a shipment is rejected, it shall be the Contractor's responsibility to remove the product from the County's location, at no expense to the County, and provide another shipment within 48 hours. The replacement shipment must comply with the specifications.

### **3. DELIVERY REQUIREMENTS**

- A. Product shall be delivered by the Contractor to the following locations:
  - i. Carlton Water Treatment Facility  
1255 Mabry Carlton Parkway  
Venice, FL 34292  
  
Delivery Hours: Monday – Friday, 7:00 a.m. – 3:00 p.m. No deliveries on weekends or County observed holidays.  
  
Estimated Delivery Schedule: Approximately one (1) time per month.

## **EXHIBIT A SPECIFICATIONS**

Product will be shipped and delivered in lots of approximately 4,000 gallons each. The Contractor must be able to transfer contents using a self-contained compressor system on a tanker truck. Tanker truck shall also carry a minimum of two (2) sections of 2" transfer hose for hook-up to 2" fill line with male cam-lock fittings. Tanker trucks shall comply with applicable U.S. Department of Transportation (DOT) specifications.

ii. Jacaranda Water Treatment Facility

1350 Jacaranda Boulevard  
Venice, FL 34293

Product will be shipped and delivered in 55-gallon drums and must be delivered via a truck with a lift gate for unloading.

Delivery Hours: Monday – Friday, 6:00 a.m. – 12:00 p.m. No deliveries on weekends or County observed holidays.

Estimated Delivery Schedule: Approximately 2 to 3 drums once per month.

- B. Delivery shall be Free on Board (FOB) destination.
- C. The Contractor shall provide a current Safety Data Sheet (SDS) for the product (in accordance with Florida Statutes Chapter 442) with each delivery. All toxic substances must be labeled for identification, in accordance with Occupational Safety and Health Administration (OSHA) standards and 40 CFR Part. 372.
- D. The Contractor shall provide a Certificate of Analysis (C of A) showing the product name, manufacturing lot number, and product quality criteria with each and every delivery. Failure to provide a corresponding C of A with each delivery will be just cause to refuse delivery of product.
- E. The Contractor shall provide its recommended dosage in milligrams per liter and calculate the cost for treatment with the product to be furnished in accordance with these specifications per million gallons at the time of delivery. The Contractor is responsible for providing the County with any updates to the product or the recommended dosage. The water analysis for each water treatment facility is listed below:



**EXHIBIT A  
SPECIFICATIONS**

Carlton Water Treatment Facility	Jacaranda Water Treatment Facility
PH Range=8.0 - 8.4	PH Range= 7.7 – 8.0
Temperature: 78 - 84 degree F	Temperature: 78 - 84 degree
Chlorides: 45.5 mg/l	Chlorides: 108 mg/1
Alkalinity: 43.0 mg/l	Alkalinity: 43.0 mg/l
Calcium Hardness: 99.4 mg/l	Calcium Hardness: 99.4 mg/l

- F. The Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent discharge of product into wrong storage tank(s).
- G. The Contractor assumes all risks, responsibilities, and costs that may arise and are incidental to handling, transportation, delivery, and unloading of the product until proper unloading of the product has been completed and accepted by the County at the delivery point.
- H. The Contractor shall comply with all applicable federal, state and local laws and regulations.
- I. The Contractor's delivery trucks shall be sealed (hatch covers, watertight bodies) and be properly equipped and fitted with seals and covers to prevent spillage or drainage.
- J. The County shall contact the Contractor via email when requesting product.
- K. The Contractor shall respond to each email request for product in writing (via email is acceptable) within two (2) business days of notification by the County.
- L. Upon confirmation from the Contractor, the County shall issue a work order. The Contractor shall complete product delivery within ten (10) business days after receipt of that work order.
- M. Any need for extension shall be approved in writing (via email is acceptable) by the County's Administrative Agent.
- N. Because sites are highly secured, the Contractor shall contact the County's Administrative Agent a minimum of 24 hours prior to delivery.

## **EXHIBIT A SPECIFICATIONS**

### **4. SAFETY**

- A. The Contractor's delivery truck shall be equipped to safely handle and unload liquid corrosion inhibitor chemical. The Contractor's trucks shall be equipped with proper safety equipment and identification as applicable by transportation laws and regulations.
- B. The Contractor must maintain accurate records of all accidents and incidents on the delivery site.
  - i. All accidents such as injuries, shall be reported immediately to the County;
  - ii. All incidents, such as altercations, shall be documented, and the completed report must be submitted to the County's Administrative Agent.
- C. Spills or leaks of liquids which are in violation of the most current FDEP rules, must be cleaned up and reported as defined by the most current FDEP rules and regulations, before the bill of lading, manifest, or invoices will be accepted by the County. The Contractor shall be responsible for the full clean-up at no cost to the County.
- D. The Contractor's staff shall be trained in FDEP clean up protocols.

### **5. CONTRACTOR RESPONSIBILITIES**

- A. The Contractor shall coordinate work so that there is minimal to no interruption to daily work at any location.
- B. The Contractor is responsible for any damage to County or personal property caused by the Contractor or its employees. Restoration shall be made to the County's satisfaction.
- C. The Contractor shall have a representative available to respond to technical and safety concerns immediately via phone or within six (6) hours to the site.
- D. The Contractor shall provide delivery personnel and equipment and any delivery appurtenances that are required to deliver and dispense the product to a variety of holding tanks.
- E. The Contractor shall provide at least one (1) employee onsite that can effectively communicate in English with the County staff and with the general public.
- F. The Contractor is required to participate in performance meetings as deemed necessary by the County.
- G. The Contractor shall ensure conditions on the work site reflect good housekeeping and safety practices at all times.

**EXHIBIT A  
SPECIFICATIONS**

**6. PRICING**

The Contractor's pricing shall be inclusive of all costs, including delivery. No additional costs/fees will be paid by the County.

**7. INVOICING AND PAYMENT**

Invoices shall include address of County location where product was supplied and delivered, purchase order number, work order number, manifest or bill of lading from point of origin.

(END EXHIBIT A)

**EXHIBIT B  
FEE SCHEDULE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>PRICE</b>
1	LIQUID CORROSION INHIBITOR - DELIVERED IN TANKER TRUCK	PER GALLON	\$4.59
2	LIQUID CORROSION INHIBITOR - DELIVERED IN 55 GALLON DRUM	PER DRUM	\$316.25

## **EXHIBIT C INSURANCE REQUIREMENTS**

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

### **CONTRACTOR'S INSURANCE**

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5-day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

**A. WORKERS' COMPENSATION:** Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$100,000.00 per accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

## **EXHIBIT C INSURANCE REQUIREMENTS**

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

Contractors who are exempt from Florida's Workers' Compensation law must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

**B. COMMERCIAL GENERAL LIABILITY:** Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate covering all work performed under this Contract. Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

**C. BUSINESS AUTOMOBILE LIABILITY:** Contractor agrees to maintain Business Automobile Liability with limits not less than \$1,000,000.00 combined single limit for each accident covering all Owned, Non-Owned & Hired automobiles used in the performance of this Contract. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

If the Contractor is shipping a product via common carrier, the contractor shall be responsible for any loss or damage sustained in delivery/transit.

**D. POLLUTION LIABILITY:** Contractor shall maintain Pollution Liability coverage with limits not less than \$1,000,000 per claim/occurrence for bodily injury, property damage and environmental damage from sudden and gradual occurrences resulting from pollution conditions arising out of the work or services performed under this Contract (including any transportation and disposal of hazardous materials or pollutants). Coverage shall include, but not be limited to, third party liability, clean up, corrective action including assessment, remediation and defense costs. If coverage is written on a claims-made basis: a. Any retroactive date shall precede the effective date of this Contract; b. Contractor shall provide certificates of insurance evidencing the required coverage for a period of two years after final payment under this Contract is made, or provide evidence showing Contractor has obtained a two-year extended reporting period endorsement.



**TERM CONTRACT FOR  
LIQUID CORROSION INHIBITOR CHEMICAL – SUPPLY AND DELIVERY**

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

WITNESS:

Signed By: 

Print Name: Samantha Pumo

Carus, LLC:

Signed By: 

Print Name: M. Chryss Crockett

Title: VP, CFO

Date: November 11, 2019

**SARASOTA COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA

BY: \_\_\_\_\_  
CHAIR

DATE: \_\_\_\_\_

ATTEST:

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

BY: \_\_\_\_\_

Approved as to form and correctness:

BY: \_\_\_\_\_  
COUNTY ATTORNEY



I, Mary Stachowicz, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Condly Holdings LLC, a Delaware LLC, and as such have custody of the corporate records and seal.

I hereby further certify that the following resolutions were duly adopted by Unanimous Consent of the Board of Managers of Condly Holdings LLC effective 24 September 2019 and are still in full force and effect as of the date below pertaining to persons authorized to act for Condly Holdings LLC and its member companies, including Carus LLC.

WHEREAS, the Board desires to grant to certain Company officers and managers specific spending authority necessary to the day-to-day performance of their respective functions; and

IT IS RESOLVED, that the Board hereby approves, for the purpose of signing sales contracts, municipal bids, purchase requisitions, capital expenditures, raw material supply contracts, and other day-to-day contracts and obligations of the Company, the officer and manager spending authorizations included in the "CONDY HOLDINGS LLC AUTHORIZATION LEVELS – 24 September 2019," attached hereto as Exhibit 1.

It witness whereof I have hereunto set my hand as Assistant Secretary of Condly Holdings LLC on this 11th day of November 2019.



Mary Stachowicz  
Asst. Secretary

**EXHIBIT 1**  
**CONDY HOLDINGS LLC**  
**AUTHORIZATION LEVELS – 24 SEPTEMBER 2019 \*\*\***

<b><u>TITLE</u></b>	<b><u>REVENUE CONTRACTS**</u></b>
Chairman	\$5,000,000
Chief Executive Officer & President *	\$5,000,000
Vice President, CFO *	\$3,000,000
Vice President, Operations	-
VP, Sales & Marketing	\$1,500,000
Vice Pres., Sec. & General Counsel	-
VP, Human Resources	-
VP, Commercial Development	
VP, Corporate Development	-
VP, Finance	
Director, Global Strategic Sourcing	-
Supply Chain Director	-
M.B. Carus Fellow, Technology Project Manager	-
LaSalle Plant Manager	
Bus. Director, Manganese Specialties	-
IT Director	-
Director of Sales	\$1,000,000
Product Management Director	\$ 500,000
Product Marketing Manager	\$ 500,000
Director of EHSS	-
Inside Sales Manager	\$ 200,000

**NOTES:**

\*ANY COMMITMENT FOR THE PURCHASE OR LEASE OF GOODS OR SERVICES IN EXCESS OF A 12-MONTH PERIOD MUST BE APPROVED BY THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.

\*\*ANY CONTRACT OR BID THAT IS EFFECTIVE FOR LONGER THAN ONE YEAR, REGARDLESS OF REVENUE VOLUME, REQUIRES THE SIGNATURE OF THE CHIEF EXECUTIVE OFFICER & PRESIDENT OR CFO OF CONDY HOLDINGS LLC.

ANY CONTRACT OR BID THAT IS EFFECTIVE FOR MORE THAN ONE YEAR IS SUBJECT TO AN ANNUAL PRICE REVIEW, REGARDLESS OF ESCALATION CLAUSES.

\*\*\*THE APPROVALS AUTHORIZED HEREIN SHALL APPLY WITH EQUAL EFFECT TO ALL AFFILIATE COMPANIES OF CONDY HOLDINGS LLC, (i.e., CARUS LLC, ALLIANCE TRANSPORT LLC, CARUS EFTB, CARUS CHEMICAL COMPANY, CARUS EUROPE SOCIEDAD LIMITADA, CARUS BVI, LTD.).