

RESOLUTION NO. 2011 - 268

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 11-83 AND TO EXECUTE AN AGREEMENT FOR THE SUPPLY OF AS NEEDED POLYPHOSPHATE/ORTHOPHOSPHATE BLEND.

RECITALS

WHEREAS, the County desires to enter into a contract with American Water Chemicals, Inc to supply polyphosphate/orthophosphate blend (poly/ortho blend) to the SJC Utility Department and;

WHEREAS, the scope of the project shall consist of supplying poly/ortho blend to the Water Treatment Plants on an as needed basis for the SJC Utility Department; and

WHEREAS, through the County's formal bid process, American Water Chemicals, Inc was selected as the lowest responsive responsible bidder, and it is recommended to enter into a contract with the County to perform the work referenced above; and

WHEREAS, the project was budgeted for and is being funded by the SJC Utility Department; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the Contract (attached hereto, an incorporated herein) and finds that entering into the Contract serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award BID No. 11-83 to American Water Chemicals, Inc.

Section 3. The County Administrator, or designee, is further authorized to execute the attached Contract with American Water Chemicals, Inc on behalf of the County for the as needed supply of poly/ortho blend as specifically provided in BID No 11-83.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20th day of September, 2011.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

By: _____

Chair

ATTEST: Cheryl Strickland, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 9/22/11





CONTRACT AGREEMENT
Bid No: 11-83; Supply of Poly/Ortho Blend
For the St. Johns County Utility Department
Master Contract #:

This Contract Agreement is made as of this _____ day of _____, 2010, by and between **St. Johns County, FL**, 500 San Sebastian View, St. Augustine, FL 32084, hereinafter referred to as the "COUNTY", and **American Water Chemicals, Inc.**, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", whose address is 9203-A King Palm Drive, Tampa, FL 33619 Phone: (813) 246-5448 and Fax: (813) 623-6678.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 – DURATION and EXTENSION

The duration of this Contract Agreement runs from October 1, 2011, through and until 11:59 p.m., Eastern Standard Time, on September 30, 2011, and may be extended for up to a maximum of three (3) one (1) year periods, upon satisfactory performance by the CONTRACTOR, mutual agreement by both parties, and the availability of funds. While this Contract Agreement may be renewed as stated in this Article, it is expressly noted that the COUNTY is under no obligation to extend this Contract Agreement. It is further expressly understood that the option of extension is exercisable only by the COUNTY, and only upon the COUNTY's determination that the CONTRACTOR satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Contract Agreement and any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The CONTRACTOR's responsibility under this Contract Agreement is to provide all labor, materials, and equipment necessary to Supply Polyphosphate/Orthophosphate Blend for the St. Johns County Utility Department in accordance with Bid No: 11-83 and as otherwise provided in the Contract Documents.

Services provided by the CONTRACTOR shall be under the general direction of Barry Stewart, Water Operations Supervisor, St. Johns County Utility Department, or authorized COUNTY designee, who shall act as the COUNTY'S representative during the performance of this Contract Agreement.

ARTICLE 4 – SCHEDULE

The CONTRACTOR shall perform the required Services as needed by the St. Johns COUNTY Utility Department. A schedule for the delivery of products and supporting services to be performed shall be coordinated with the St. Johns COUNTY Utility Department. No changes to said schedule shall be made without prior written authorization from the COUNTY'S representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The COUNTY shall compensate the CONTRACTOR based upon the unit price per gallon of six dollars and fifty four cents (\$6.54) per gallon as submitted in the Bid Proposal. The maximum amount available as compensation to CONTRACTOR under this Contract Agreement shall not exceed fifty one thousand nine hundred seventy five dollars and no cents (\$51,975.00) per year for Services satisfactorily performed in accordance with the Contract Documents.
- B. It is strictly understood that CONTRACTOR is not entitled to the above-referenced amount of compensation. Rather, CONTRACTOR'S compensation is based upon CONTRACTOR'S adhering to the Scope of Services,

detailed in this Contract Agreement. As such, the CONTRACTOR's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Services, and detailed in this Contract Agreement.

- C. The CONTRACTOR shall bill the COUNTY at the end of each month, for Services satisfactorily performed, and materials satisfactorily delivered.
- D. Though there is no billing form or format pre-approved by either the COUNTY, or the CONTRACTOR, bills/invoices submitted by the CONTRACTOR shall include a detailed written report of the Work accomplished in connection with the Scope of Services. The COUNTY may return a bill/invoice from the CONTRACTOR, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utility Department
ATTN: Frank Kenton, Administrative Manager
1205 State Road 16
St. Augustine, FL 32084
- F. FINAL INVOICE: In order for the COUNTY and the CONTRACTOR to reconcile/close their books and records, the CONTRACTOR shall clearly indicate "final invoice" on the CONTRACTOR's final bill/invoice to the COUNTY. Such indication establishes that all Services have been satisfactorily performed and that all charges and costs have been invoiced to the COUNTY and that there is no further Work to be performed under this Contract Agreement.

ARTICLE 6 – TERMINATION

This Contract Agreement may be terminated without cause upon either the COUNTY, or the CONTRACTOR providing at least thirty (30) days advance written notice to the other party of such notice of termination without cause. Such written notification shall indicate that either the COUNTY or the CONTRACTOR intends to terminate this Contract Agreement thirty (30) days from the date of notification (unless a date greater than thirty (30) days is specified).

This Contract Agreement may be terminated with cause, upon either the COUNTY, or the CONTRACTOR providing at least ten (10) days advance written notice to the other party of such notice of termination for cause. Such written notification shall indicate the exact cause for termination.

Consistent with other provisions of this Contract Agreement, CONTRACTOR shall be compensated for any services and/or expenses that are both authorized under this Contract Agreement and that are performed and/or accrue up to the termination of this Contract Agreement.

ARTICLE 7 – PERSONNEL

The CONTRACTOR represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the COUNTY.

All of the Services required hereunder shall be performed by the CONTRACTOR, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

Any changes or substitutions in the CONTRACTOR's key personnel must be made known to the COUNTY's representative and written approval granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 8 – SUBCONTRACTING

The COUNTY reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the CONTRACTOR shall promptly do so, subject to approval by the COUNTY.

The COUNTY reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 9 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the COUNTY is exempt from the payment of Sales and Use Taxes. The COUNTY shall execute a tax exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempt from the payment of all applicable taxes in its performance under this Contract Agreement. It is expressly understood by the COUNTY and by the CONTRACTOR that the CONTRACTOR shall not be authorized to use the COUNTY's Tax Exemption status in any manner.

The CONTRACTOR shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from CONTRACTOR's performance under this Contract Agreement.

ARTICLE 10 – AVAILABILITY OF FUNDS

The COUNTY's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the COUNTY will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, the COUNTY makes no express commitment to provide such funds in any given COUNTY Fiscal Year. Moreover, it is expressly noted that the CONTRACTOR cannot demand that the COUNTY provide any such funds in any given COUNTY Fiscal Year.

ARTICLE 11 - INSURANCE

The CONTRACTOR shall acquire and provide proof of the insurance coverage described below prior to the execution of this Contract Agreement. Such coverage shall be maintained by the CONTRACTOR for the duration of this Contract Agreement. CONTRACTOR shall provide the COUNTY no less than thirty (30) days prior notice of any changes to or cancellation of insurance coverage. Failure by CONTRACTOR to provide such notice shall constitute cause for automatic termination of this Contract Agreement without further notice or action required on the part of the COUNTY.

Insurance Requirements:

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury, advertising injury and property damage. This shall include coverage for:
 1. Premises/operations
 2. Products/complete operations
 3. Contractual liability
 4. Independent contractors
 5. Participant Legal Liability
 6. Medical Expenses

- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owed autos
- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements:

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - 1. St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.
 - 2. Bid No: 11-83; Supply of Poly/Ortho Blend for St. Johns County Utility Department shall be specified in the notes area of the Certificate of Insurance.
 - 3. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the CONTRACTOR to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator of his designee may adjust these insurance requirements.

ARTICLE 11 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 13 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract Agreement.

ARTICLE 15 - NO THIRD PARTY BENEFICIARIES

Both the COUNTY and the CONTRACTOR explicitly agree, and this Contract Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 16 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the COUNTY'S ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONTRACTOR'S subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONTRACTOR and its subcontractor(s) and is without the fault or negligence of either of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any delay in performing the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 17 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the COUNTY, or at its expense, shall be kept confidential by the CONTRACTOR and shall not

be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract Agreement, or at the COUNTY'S expense, shall be and remains the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract Agreement 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 or agents of the COUNTY. The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 20 - 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 Contract 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 any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

ARTICLE 21 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the COUNTY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the COUNTY, and the CONTRACTOR.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties.

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall: (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the COUNTY of any estimated change in the completion date; and (3) advise the COUNTY in writing if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract Agreement. If the COUNTY instructs in writing, the CONTRACTOR shall suspend work on that portion of the project, pending the COUNTY'S decision to proceed with the change. If the COUNTY elects to make the change, the COUNTY shall issue a Change Order for changes, or a contract change order, if the original contract is being changed or amended the CONTRACTOR shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 28 - FLORIDA LAW & VENUE

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

ARTICLE 29 - ARBITRATION

The Owner shall not be obligated to arbitrate or permit any arbitration binding on the Owner under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 31 - NOTICES

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

St. Johns COUNTY Purchasing Department
Attn: Joe Burch, Purchasing Director
2446 Dobbs Road
St. Augustine, FL 32084

and if sent to the CONTRACTOR shall be mailed to:

American Water Chemicals, Inc
Attn: Ms. Ana Maria Padgett, Sales Engineer
9203-A King Palm Drive
Tampa, FL 33619

ARTICLE 32 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

ARTICLE 33 – ACCESS TO RECORDS

The access to, disclosure, non-disclosure, or exemption of records, data, documents, correspondence, and/or materials associated with this Contract Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

ARTICLE 35 – USE OF COUNTY LOGO

Pursuant to, and consistent with, COUNTY Ordinance 92-2 and COUNTY Administrative Policy 101.3, the CONTRACTOR may not manufacture, use, display, or otherwise use any facsimile or reproduction of the COUNTY Seal/Logo without express written approval of the Board of COUNTY Commissioners of St. Johns COUNTY, Florida.

ARTICLE 36 – SURVIVAL

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONTRACTOR have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Joe Burch, Purchasing Director

Date

ATTEST:
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

Date

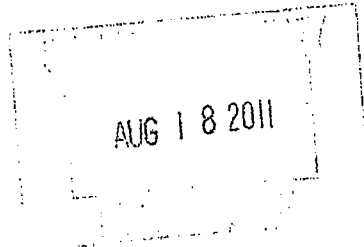
LEGALLY SUFFICIENT:



Assistant County Attorney

8/16/11

Date



CONTRACTOR:

American Water Chemicals, Inc

Company Name

Name (Type or Print)

Signature

Title

Date

WITNESS:

Signature

Printed Name & Title

Date of Execution

EXHIBIT "A"

BID NO: 11-83; SUPPLY OF POLY/ORTHO BLEND FOR ST. JOHNS COUNTY UTILITY DEPARTMENT

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Unit Price per Gallon as submitted on the "Official Total Bid Form" in the Bid Documents. The Unit Price per Gallon shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY prior to any work being implemented and shall be added to the applicable Contract Amendment.

Unit Price adjustments shall be considered on an annual basis at the time of contract renewal and must be mutually accepted by both the CONTRACTOR and the Owner. Price adjustment requests shall be based upon the Consumer Price Index (CPI) in affect at the time of renewal. All accepted and approved price adjustments shall become effective after the beginning of the applicable renewal period.

EXHIBIT "B"

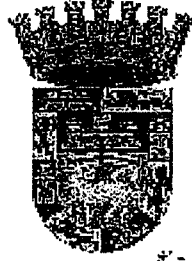
Bid No: 11-83; SUPPLY OF POLY/ORTHO BLEND FOR ST. JOHNS COUNTY UTILITY DEPARTMENT

CONTRACT SCHEDULE

The Contract Period for this scope of work shall be as follows:

Initial Contract – Shall become effective on October 1, 2011, and shall remain in effect for a period of one (1) year, or until funds may become exhausted.

Contract Renewal/s – The contract may be renewed for three (3), one (1) year terms upon satisfactory performance by the CONTRACTOR, mutual agreement by all parties, the availability of funds and the continued need of the COUNTY for services.



**Board of County Commissioners
St. Johns County, Florida**

BID NO.: 11-83

PURCHASE OF POLYPHOSPHATE/ORTHOPHOSPHATE BLEND

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
(904) 209-0150**

Final: 6/27/11

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Notice to Bidders

Instruction to Bidders

Official County Bid Form with Attachments:

Attachment A - Affidavit

Attachment B - List of Proposed Subcontractors

Attachment C - Certificate as to Corporate Principal

Attachment D - License/Certification List

Attachment E - References

Bid Bond

PROJECT SPECIFICATIONS

BID NO: 11-83

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received until 2:00 P.M. on Wednesday, July 27, 2011 by Jaime Toney, Contract Coordinator for the St. Johns County Purchasing Department, located at 2446 Dobbs Road, St. Augustine, Florida 32086 for Bid No: 11-83; Purchase of Poly/Ortho Blend. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered or received in the Purchasing Department after the 2:00 P.M. deadline shall not be give consideration and shall be returned to the sender unopened.

The Scope of Work for this project shall include providing any and all necessary labor, materials, equipment and supervision to supply the SJC Utility Department with Poly/Ortho Blend on an as needed basis. The purpose of this product is to sequester iron, manganese and calcium in the distribution system to prevent buildup on piping and fittings, and inhibit corrosion to lessen the presence of copper and other metals in drinking water.

Bid Documents may be obtained from Onvia DemandStar, Inc., at their website www.demandstar.com by requesting Document # 11-83. For technical assistance with this Website please contact Onvia Supplier Services at 1-800-711-1712. A link to Onvia DemandStar is also available through the St. Johns County Website at www.sjcfl.us/BCC/Purchasing/Open_Bids.aspx. Check the County's site for download availability and any applicable fees. Bid Documents may also be requested from Jaime Toney, St. Johns County Purchasing, via email to jtoney@sjcfl.us or fax to (904) 209-0159.

Any and all questions related to this project shall be directed, *in writing*, to Jaime Toney, Contract Coordinator, SJC Purchasing Department, via email to jtoney@sjcfl.us or fax to (904) 209-0159. Questions are due no later than Wednesday, July 13, 2011 at end of business day (4:00PM), so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Director.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida

PROJECT: BID NO.: 11-83; Purchase of Poly/Ortho Blend

DEFINITIONS

Bidding Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Standard Agreement, Public Construction Bond, Specifications and Plans including any Addenda issued prior to receipt of Bids.

All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents and shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

A Bidder is one who submits a Bid as a prime contractor to the Owner for the work described in the proposed Contract Documents.

The Owner of this project is St. Johns County, FL and shall hereinafter be referred to as the "County"

The Contractor is the firm that is awarded a contract by the County and who, subsequently, is responsible for the scope of work as described herein.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bidding and Contract Documents and his Bid is made in accordance herewith:

- A. He has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed.
- B. His Bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

BIDDING DOCUMENTS

Bidding documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum if any as stated in the Advertisement or Invitation - Notice to Bidders.

Complete sets of Bidding Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bidding Documents.

The County, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall promptly notify the County of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification of interpretation of the Bidding Documents shall make a written request to the County, to reach him at least twelve (12) days prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bidding Documents by the County or its Representative **seven (7) days** prior to Bid receiving date, however, the County reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the County at least twelve (12) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If the Project Director approves any proposed substitution, such approval will be set forth in an Addenda. Bidders shall **not** rely upon approval made in any other manner.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bidding Documents. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he **shall** acknowledge their receipt in the space provided in the Bid Proposal Form and attach a fully acknowledged copy of each addendum issued for the applicable bid with this bid proposal. Failure to provide fully acknowledged copies may result in a bid proposal being deemed non-responsive.

FORM AND STYLE OF BIDS

Bids shall be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on forms, provided in this manual. All blanks on the Bid Form shall be filled in by typewriter or manually in ink.

Bid proposals must be placed in an envelope, sealed and placed in another envelope, plainly marked on the outside addressed to St. Johns County Purchasing Department, with the bidder's return address in top left hand corner and recite: "BID NO.: 11-83 - SEALED BID FOR PURCHASE OF POLY/ORTHO BLEND". *See Example Below:*

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, FL 32086
BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

BID SECURITY

Each Bid shall be accompanied by a Bid Security in the required Bid Bond form in the amount of 5% of amount bid, pledging that the Bidder will enter into a contract with the County on the terms stated in his Bid and will, if required, furnish bonds as described hereunder covering the faithful performance of the Contract and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds to the County, if required, the amount of the Bid Security shall be forfeited, not as penalty, but as liquidated damages.

A Bid Security may be in the form of a Bid Bond or certified cashiers check made payable to the Board of County Commissioners of St. Johns County.

If a Bid Bond is submitted, it shall be written in the form of the attached sample, with an acceptable surety, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his Power of Attorney.

Acceptable surety companies are defined in "A Instruction to Bidders". The Surety Company shall be licensed to do business in the State of Florida and shall be listed by the U.S. Treasury Department.

The Owner shall have the right to retain the Bid Security of Bidders until either: (a) the Contract is executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

BID BOND INSTRUCTIONS

If a Bidder chooses to submit a Bid Bond on the form provided herein, he must submit the bond as follows:

1. Prepare and submit one (1) original and two (2) copies of the required Bid Bond as shown above
2. Type or print Bidder's and Surety's names in the same language as in the Advertisement, or Invitation to Bid.
3. Affix the Corporate Seal, and type or print the name of the Surety on the line provided and affix its corporate seal.
4. Attach a copy of Surety agent's Power of Attorney, unless the Power of Attorney has been recorded in St. Johns County. If it has been recorded, give the record book and page. If not recorded, the copy of the Power of Attorney must have an original signature of the Secretary or Assistant Secretary of Surety certifying the copy. The Surety's corporate seal must be affixed.

SUBMISSION OF BIDS

All copies of the Bid, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope.

The envelope shall be addressed as required in the "Instruction to Bidders", and shall be identified with the Bid Number, Project Name, the Bidder's Name, and return address, and portion of the project or category of work for which the Bid is submitted.

The envelope containing the above Bid Documents shall be enclosed in an outer envelope and identified in the same manner as shown above.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Bid Security shall be in the amount of 5 percent (5%) of the Bid as modified or resubmitted.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted on the Purchasing Department bulletin board for 72 hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The Owner reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The Owner shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The Owner shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form.

It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents, if judged to reasonable, and does not exceed the funds budgeted for the Project.

If the Contract is awarded, it will be awarded within minimum of sixty (60) days from the date of the Bid opening, or as designated in the Bid Documents.

QUALIFICATION OF CONTRACTORS

Minimum Qualifications: Bidders must be fully licensed to do business in the State of Florida and possess a Local Business Tax Receipt from St. Johns County. Bidder's must complete Attachment "B" – License/Certification List and attach a copy of each license and certificate shown and submit the with their Bid Proposal.

Bidder must comply with ANSI/NSF Standard 60 and be Certified by the National Sanitation Foundation for this standard.

LIST OF SUBCONTRACTORS

Each Bidder shall submit to the County a list of Subcontractors and major materials suppliers to be used if awarded the contract.

A copy of the form, Attachment "B", is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

REFERENCES

Each Bidder shall submit a list of at least ten (10) references that use or have used its products at water treatment plants in the past three (3) years. The references shall be Utility representatives, operators or users of the products, not purchasing agents. Bidders shall submit this information and all other required information as shown on Attachment "X". Additionally, each Bidder shall provide the names of any customers with whom the contract was terminated early (e.g. debarred) for safety, quality, or service issues for any products supplied over the past five (5) years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("safety incidents") for any products it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in the Bidder being disqualified from bidding on this product.

INSURANCE

Liability Insurance, Workmen's Compensation, and Vehicle Coverage will be required to be retained in force during the Contract Period. An original insurance certificate, naming the St. Johns County Board of County Commissioners as additionally insured will be provided by the Contractor, prior to issuing "Notice to Proceed."

Insurance Requirements - Minor Contract for Service

The contract price will not exceed \$25,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$500,000 per occurrence, \$1,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. **St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.**

- b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator of his designee may adjust these insurance requirements.

Insurance Requirements - Standard Contract for Service

The contract price will not exceed \$500,000 and there are no unusual hazards present.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - a. Premises/operations
 - b. Products/complete operations
 - c. Contractual liability
 - d. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$100,000 per occurrence, \$300,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - a. Owned autos
 - b. Hired autos
 - c. Non-owed autos

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
 - a. St. Johns County will be named as additional insured on both the commercial general liability and business auto liability policies.
 - b. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

Insurance Requirements - Major Contract for Service

The contract price exceeds \$500,000 or where unusual hazards exist.

Insurance Requirements

- a) Workers' compensation – to meet statutory limits in compliance with the Workers Compensation Law of Florida. This policy must include Employer Liability with a limit of \$100,000 for each accident, \$500,000 disease policy limit and \$100,000 disease each employee limit.
- b) Commercial general liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 Aggregate, for bodily injury and property damage. This shall include coverage for:
 - 1. Premises/operations
 - 2. Products/complete operations
 - 3. Contractual liability
 - 4. Independent contractors
- c) Business auto liability – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence, \$2,000,000 aggregate for bodily injury and property damage. This shall include coverage for:
 - 1. Owned autos
 - 2. Hired autos
 - 3. Non-owed autos

- d) Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

Special Requirements

- a) Prior to execution of a contract, a certificate of insurance will be provided that shall provide for the following:
1. **St. Johns County will be named as additional insured on the commercial general liability, business auto liability and umbrella or excess liability policies.**
 2. St. Johns County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance.
- b) It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.
- c) It should be remembered that these are minimum requirements which are subject to modification in response to high hazard operations.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

PRICING

The pricing under this Bid shall remain firm for entire first term of this Contract Agreement. No pricing increases will be permitted during the first year. Price increases shall only be considered at the time Contract Extensions are issued. The Contractor shall submit any requests for increases in pricing no later than thirty (30) days prior to the effective date of the Contract Extension. Requested price increases must be justified by the Contractor by providing proof of a cost increase to the Contractor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI and are approved by the SJC Purchasing Director and SJC Utility Administrative Manager. Should the requested price increase be considered excessive or determined not to be competitive for the services, the County reserves the right to deny the requested price increase, or terminate the Contract Agreement. All prices shall remain firm for the period of each Contract Extension term.

METHOD OF PAYMENT: INVOICE FOR SINGLE DELIVERY

The Contractor shall submit an invoice to the SJC Utility Department that shall not exceed thirty (30) days from the date of delivery of the product. Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. Each invoice shall be accompanied by a copy of the corresponding delivery ticket or packing slip that was signed by an authorized representative of the SJC Utility Department at the time the items were delivered and accepted.

All invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Date of Invoice
- Invoice Number
- SJC Purchase Order Number
- Unit Price per Gallon of product
- Total Price of Invoice
- Description of Product Supplied
- Quantity of Product Supplied per location
- Delivery Location(s)
- Date of Delivery

Failure to submit invoices in the prescribed manner may delay payment. Invoices should be mailed at the time of delivery. Invoices shall be submitted to the SJC Utility Department and addressed to:

St. Johns County Utility Department
ATTN: Kathy Kelshaw
1205 State Road 16
St. Augustine, FL 32084

Terms: Net 45 Days.

POINT OF CONTACT

After award of a contract, the point of contact during the contract term for any questions regarding directions to delivery locations, invoicing or other operational aspects of the required services, shall be Kathy Kelshaw, Buyer for SJC Utility Department, Phone: (904) 209-2712, email: kkelshaw@sjcfl.us.

CONTRACT TERM

The initial contract term shall be for a period of one (1) calendar year beginning on the date of full execution of the Contract Agreement, providing satisfactory performance has been maintained by the Contractor. The contract may be extended in one (1) year increments, for a maximum of four (4) one year extensions. These Contract Extensions shall be contingent upon the availability of funds, satisfactory performance by the Contractor, and approval by the SJC Utility Department and SJC Purchasing Director.

EMERGENCY USE

Each Bidder agrees by the submission of his Bid to prioritize delivery to St. Johns County Utility Department in case of emergencies or natural disasters. Each Bidder shall submit a list with twenty four (24) hour access phone numbers (cell phone or beeper number) of at least two (2) management personnel (preferably engineers) in addition to at least one other emergency after hours business contact name and phone number. All contact personnel shall be experienced in chemical operations and capable of providing 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 its specific requirements will result in the Bidder being disqualified.

SAMPLES

St. Johns County reserves the right to take samples from any Bidders' other customers to ensure that the Bidder's sample and delivery equipment is in compliance with all requirements specified herein. Such a sample shall be judged representative of the Bidder's quality. The Bidder shall provide a customer contact and phone number in St. Johns County, Duval County, or Counties whereby St. Johns County may obtain a sample of the Bidder's product to check it for compliance with the specifications described herein. St. Johns County may choose to obtain a sample from this customer or from any of the Bidders' customers to ensure compliance with the specifications herein. In such an event, St. Johns County shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of the specifications herein shall result in the Bidder being disqualified.

SAFETY & RELIABILITY

As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operations of ALL of its manufacturing and distribution facilities *that serve the Florida market*. Additionally, each Bidder shall submit a copy of its OSHA Form 300A/300 logs for the past three (3) years (with names blacked out to maintain privacy) for ALL of the facilities *that serve the Florida market*, (if the Bidders utilizes a third party driving company or any sub-contractors, then they shall submit the OSHA 300 logs for that company as well). St. Johns County may require a site visit to the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, all Bidders must state where the chemicals purchased by St. Johns County are being stored AND shipped from in order to meet the obligation of this contract.

TERMINATION

As stated in the Specifications of this document (p. 23), the contract may be automatically terminated if the Contractor fails three (3) times at any of the following: failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the chemical provided to meet the specifications as described herein, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements described in the specifications, failure to provide drivers with company cell phones, failure to provide licensed drivers listed on the Contractor's CD, failure to provide updated CD's with a driver's list, failure to provide requested technical assistance and/or training, and failure to respond in a timely manner to any St. Johns County emergency.

In addition to the above, if the Contractor fails to assume financial responsibility for cover, three (3) or more times during the term of the contract, it shall constitute sufficient grounds for termination of the Contract. "Cover" is defined as the right of St.

Johns County to obtain a replacement product from another source in the event that the Contractor is unable to provide the product in accordance with the specifications described herein.

At any time during the term of the contract, if the Contractor is notified of any failure as described above, he is to respond immediately to correct the issue of noncompliance. If at any time the Contractor is notified of a failure on his part, and he does not respond to make the necessary corrections, it shall be grounds for automatic and immediate termination of the contract.

END OF SECTION

SPECIFICATIONS

Bid No: 11-83; Purchase of Poly/Ortho

MINIMUM SPECIFICATIONS & CONDITIONS
St. Johns County, FL

General Requirements:

The purpose of this bid is to establish a contract for the Purchase of Poly/Ortho Blend on an as needed basis. The vendor awarded a contract shall be responsible for providing the product per the specifications described herein, providing any and all equipment, labor and materials necessary to deliver the product to the required location(s), ensuring the cleanliness of any and all transporting equipment, cleaning any spills as they occur, providing any sample(s) as requested by St. Johns County.

Product Material Requirements:

Poly/Ortho Blend

Estimated Annual Usage: +/- 1,650 gallons (Thirty 55gal drums per year)

Special Delivery Requirements: Contractor supplied delivery trucks must be equipped with a lift gate, or other appropriate means for the driver to unload drums at each delivery location.

Use: Orthophosphate content forms a film on metals to reduce corrosion. Polyphosphate content sequesters iron, manganese and calcium which reduces staining.

Physical Description: Clear, colorless liquid with no foreign odor

Maximum Use Level: 27.7 mg/l

Properties:	Specific Gravity @ 25°C/15.5°C	1.36
	Phosphate Content (as PO4)	36%
	Polyphosphate Content (as PO4)	27%
	Orthophosphate Content (as PO4)	9%
	Lbs per gallon	11.4

Delivery Requirements:

The Contractor shall make deliveries within seven (7) consecutive calendar days from receipt of order. Deliveries for "emergency" orders shall be made within twenty four (24) hours of receipt of order. An emergency delivery is defined as a delivery which is necessary in order to prevent St. Johns County from running out of the product in less than twenty four (24) hours. St. Johns County shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of chemicals shall be freight prepaid, F.O.B to each St. Johns County location.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00AM and 3:00PM, Monday through Friday, with the exception of legal holidays, unless otherwise agreed upon by St. Johns County authorized receiving personnel. Deliveries made to unmanned facilities shall be coordinated with St. Johns County to provide the driver with access to the facility.

Packaging and shipment of the product shall conform to all current regulations of the State of Florida, the United States Department of Transportation and any and all other applicable regulatory agencies.

All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned St. Johns County facilities.

St. Johns County reserves the right to change quantities and delivery dates at its discretion within a twenty four (24) hour notice.

The Contractor shall be responsible for any spills resulting from the failure of its or its sub-contractor'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. St. Johns County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. St. Johns County may reject a load if the equipment is not properly cleaned. The Contractor shall observe each delivery and shall immediately report any spills caused during the filling operations.

For deliveries requiring a forklift, the Contractor shall ensure that its equipment is in good working shape with no oil leaks and that its driver is properly trained in accordance with any and all applicable OSHA regulations on the safe operation of the forklift.

Because of security and safety concerns, any and all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Contractor's drivers shall display driver's licenses at all times. In addition, at St. Johns County's discretion, the Contractor shall supply St. Johns County a CD with digital photographs of all delivery drivers with names imposed and shall send out an updated CD within twenty four (24) hours of any changes to driver personnel. St. Johns County shall use the CD to verify whether a 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 St. Johns County shall result in rejection of delivery and subsequent possible termination of the contract.

Delivery shipments which fail to meet any of the requirements described herein shall be rejected. In the event that a delivery shipment is rejected, upon notification to the Contractor, the Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from the time of notification. Failure to provide replacement product that meets the specifications described herein, within the specified time period shall constitute failure to comply with the delivery requirements set forth in this document, and subsequent possible termination of the contract.

Delivery Location:

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water and waste water treatment demands of St. Johns County.

The delivery sites are as follows:

1. 25570 Marsh Landing Parkway, Ponte Vedra Beach, FL 32082
2. 98 Citrus Lane, Ponte Vedra Beach, FL 32082
3. 10047 Sawgrass Drive West, Ponte Vedra Beach, FL 32082
4. 105 Tabby Lane, Ponte Vedra Beach, FL 32082

Delivery sites may be added or deleted at any time during the contract term. Sites will be added or deleted via Contract Amendment. If and when sites are added to the contract, the Contractor shall be requested to submit a proposal with unit pricing for the site being added.

If the pricing submitted for additional facilities is determined to not be fair or reasonable, the County reserves the right to request pricing from alternate vendors.

Sampling & 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. At the sole discretion of St. Johns County, the Contractor's delivery personnel (driver) may be asked to provide a sample of the product before the shipment is unloaded. St. Johns County shall provide the sample container and the driver shall collect the sample from the truck and turn it over to St. Johns County. The sample shall be considered representative of the lot. St. Johns County reserves the right to subject samples of the product to quick analyses to ensure that it meets basic conditions of the specifications described herein.

Any lot tested by St. Johns County that fails to comply with the Specifications shall constitute grounds for rejection of that lot. No payment shall be rendered for any product or delivery of product that is rejected. The Contractor or its sub-contractors shall allow sixty (60) minutes for this testing to be completed. If testing can not be completed within the sixty (60) minute time period, St. Johns County shall allow the Contractor to unload the shipment.

In the event that the load is rejected, the Contractor shall have one (1) day to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within the required time period, St. Johns County reserves the right to procure a shipment from another source. Three (3) rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the contract.

Only the approved laboratories listed below may be used for sampling and testing during the bidding period, or after award of the contract. No other laboratory shall be used unless expressly authorized in an Addendum to the Bid Documents or a Contract Amendment.

NovaChem Laboratories (formerly Novatek)
5172 College Corner Pike
P.O. Box 608
Oxford, Ohio 45056
Phone: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, FL 33602
Phone: 813-223-9702
Fax: 813-223-9332

Sampling & Test of Shipment after Unloading:

St. Johns County reserves the right to subject samples of any delivered product to complete analyses to ensure that it meets the Specifications described herein. Three (3) failures during any period of this contract shall constitute automatic termination of the contract.

Certified Analysis:

The Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the product furnished by the Contractor complies with all applicable requirements of these Specifications.

Manufacturer's Laboratory Delivery Reports:

A certified report from the manufacturer shall be submitted with each delivery to St. Johns County. No deliveries will be accepted by St. Johns County unless accompanied by said certified laboratory report for the specific batch of chemical delivered showing the above data and that it conforms to the specifications described herein. If the Contractor fails to provide this report with delivery three (3) times during the contract period, even if at different locations, it shall constitute sufficient grounds for termination of the contract.

Material Safety & Data Sheets:

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

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including the potential for fire, explosion, corrosivity and reactivity, the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance, and the primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center, Circle West, Tallahassee, FL 32301-5014, Phone: 800-367-4378.

Emergency Plan of Action:

Within thirty (30) days of award and acceptance of the contract for the supply of the chemical, the Contractor shall provide, *in writing*, an emergency contingency plan, with appropriate telephone contacts, for St. Johns County to follow in case an emergency supply of the chemical is needed. The Contractor shall supply, *in writing*, an emergency spill response plan with appropriate emergency response personnel name (to include at least two degreed engineers) and telephone contact numbers (24-hour contact numbers) within thirty (30) days of award and acceptance of the contract. In addition, the proper spill response notification procedure, along with any forms required by any and all local, state, or federal regulatory agencies, shall be supplied by the Contractor. This section, in no way, relieves the Contractor of responsibility to notify the proper regulatory agencies in the event of a spill incident.

In the event of a spill or leak, the Contractor shall supply the necessary personnel to immediately respond to such an event. Should a spill or leak occur, caused by the Contractor's personnel, equipment or method of delivery, the Contractor shall immediately comply with any and all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold St. Johns County harmless for any failure to properly report and/or comply with this provision.

In addition, the Contractor shall bear all expenses of spills, unless caused by the sole negligence of St. Johns County.

Technical Assistance:

The Contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of its chemical in the water treatment or waste water treatment process. The Contractor shall provide this assistance at no additional charge to St. Johns County.

Bid No: 11-83; Purchase of Poly/Ortho

MINIMUM SPECIFICATIONS & CONDITIONS

St. Johns County, FL

General Requirements:

The purpose of this bid is to establish a contract for the Purchase of Poly/Ortho Blend on an as needed basis. The vendor awarded a contract shall be responsible for providing the product per the specifications described herein, providing any and all equipment, labor and materials necessary to deliver the product to the required location(s), ensuring the cleanliness of any and all transporting equipment, cleaning any spills as they occur, providing any sample(s) as requested by St. Johns County.

Product Material Requirements:

Poly/Ortho Blend

Estimated Annual Usage: +/- 1,650 gallons (Thirty 55gal drums per year)
Last year we used a total of 86 drums or 4,730 gallons.

Special Delivery Requirements: None

The truck must have a lift gate or other appropriate means for the driver to unload the drums.
Also, the delivery sites can be difficult for large trucks to access so the bidder should be aware of this.

Use: Orthophosphate content forms a film on metals to reduce corrosion. Polyphosphate content sequesters iron, manganese and calcium which reduces staining.

Physical Description: Clear, colorless liquid with no foreign odor
Maximum Use Level: 27.7 mg/l

Properties:	Specific Gravity @ 25°C/15.5°C	1.36
	Phosphate Content (as PO4)	36%
	Polyphosphate Content (as PO4)	27%
	Orthophosphate Content (as PO4)	9%
	Lbs per gallon	11.4

Delivery Requirements:

The Contractor shall make deliveries within seven (7) consecutive calendar days from receipt of order. Deliveries for "emergency" orders shall be made within twenty four (24) hours of receipt of order. An emergency delivery is defined as a delivery which is necessary in order to prevent St. Johns County from running out of the product in less than twenty four (24) hours. St. Johns County shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of chemicals shall be freight prepaid, F.O.B to each St. Johns County location.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00AM and 3:00PM, Monday through Friday, with the exception of legal holidays, unless otherwise agreed upon by St. Johns County authorized receiving personnel. Deliveries made to unmanned facilities shall be coordinated with St. Johns County to provide the driver with access to the facility.

Packaging and shipment of the product shall conform to all current regulations of the State of Florida, the United States Department of Transportation and any and all other applicable regulatory agencies.

All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned St. Johns County facilities.

St. Johns County reserves the right to change quantities and delivery dates at its discretion within a twenty four (24) hour notice.

The Contractor shall be responsible for pumping all bulk deliveries into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-paddling, pumps, etc., required to safely and efficiently "offload" the product into the designated storage tanks. The Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).
We do not have bulk storage tanks. We use 55 gallon drums.

The Contractor shall be responsible for any spills resulting from the failure of its or its sub-contractor'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. St. Johns County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The Contractor's 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 the product shall be supplied by the Contractor and shall be clean and free from contaminating material(s). St. Johns County may reject a load if the equipment is not properly cleaned. This would only apply if they refilled the 55 gallon drums from a tank truck

The Contractor shall furnish St. Johns County an approved, leak-free connection device between its trailer or tanks and St. Johns County'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. This does not pertain to us since we do not have bulk tanks.

If the spill is not cleaned up, St. Johns County shall hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Contractor and deducted from the amount due to the Contractor for delivery. If St. Johns County'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 sub-contractors, the Contractor shall be relieved of the responsibility of the cleanup of the spill.

For deliveries requiring a forklift, the Contractor shall ensure that its equipment is in good working shape with no oil leaks and that its driver is properly trained in accordance with any and all applicable OSHA regulations on the safe operation of the forklift.

Because of security and safety concerns, any and all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. The Contractor's drivers shall display driver's licenses at all times. In addition, at St. Johns County's discretion, the Contractor shall supply St. Johns County a CD with digital photographs of all delivery drivers with names imposed and shall send out an updated CD within twenty four (24) hours of any changes to driver personnel. St. Johns County shall use the CD to verify whether a 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 St. Johns County shall result in rejection of delivery and subsequent possible termination of the contract.

Delivery shipments which fail to meet any of the requirements described herein shall be rejected. In the event that a delivery shipment is rejected, upon notification to the Contractor, the Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from the time of notification. Failure to provide replacement product that meets the specifications described herein, within the specified time period shall constitute failure to comply with the delivery requirements set forth in this document, and subsequent possible termination of the contract. I would give them 1 day for this

Delivery Location:

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water and waste water treatment demands of St. Johns County.

The delivery sites are as follows:

- 1.25570 Marsh Landing Parkway, Ponte Vedra Beach, FL 32082
- 2.98 Citrus Lane, Ponte Vedra Beach, FL 32082
- 3.10047 Sawgrass Drive West, Ponte Vedra Beach, FL 32082

Split deliveries to multiple locations will be coordinated with and accepted by St. Johns County, when possible, to encourage economical delivery of product ~~to multiple locations~~ dependent on storage capacities at time of delivery. However, Bidder should note the minimum delivery requirement and be prepared to deliver this quantity when required at no additional cost. Bulk tankers will only pertain if they refill the 55 gallon drums. What is the amount of the minimum delivery requirement? I don't know how many drums Harold orders at one time. I always order 4 for per plant when needed and sometimes for only 1 plant. So never more than 8 or less than 4 at a time.

Delivery sites may be added or deleted at any time during the contract term. Sites will be added or deleted via Contract Amendment. If and when sites are added to the contract, the Contractor shall be requested to submit a proposal with unit pricing for the site being added.

If the pricing submitted for additional facilities is determined to not be fair or reasonable, the County reserves the right to request pricing from alternate vendors.

Quality Assurance, Safety, and Training:

All sampling and testing shall be performed in accordance with EPA and AWWA B300-99 standards and 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 www.powellfab.com. I don't think these standards pertain to this material.

Only the approved laboratories listed below may be used for sampling and testing during the bidding period, or after award of the contract. No other laboratory shall be used unless expressly authorized in an Addendum to the Bid Documents or a Contract Amendment.

NovaChem Laboratories (formerly Novatek)
5172 College Corner Pike
P.O. Box 608
Oxford, Ohio 45056
Phone: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, FL 33602
Phone: 813-223-9702
Fax: 813-223-9332

Sampling & 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. At the sole discretion of St. Johns County, the Contractor's delivery personnel (driver) may be asked to provide a sample of the product before the shipment is unloaded. St. Johns County shall provide the sample container and the driver shall collect the sample from the tank truck and turn it over to St. Johns County. The sample shall be considered representative of the lot. St. Johns County reserves the right to subject samples of the product to quick analyses to ensure that it meets basic conditions of the specifications described herein. Only if they refill barrels

Any lot tested by St. Johns County that fails to comply with the Specifications shall constitute grounds for rejection of that lot. No payment shall be rendered for any product or delivery of product that is rejected. The Contractor or its sub-contractors shall allow sixty (60) minutes for this testing to be completed. If testing can not be completed within the sixty (60) minute time period, St. Johns County 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 the required time period, St. Johns County reserves the right to procure a shipment from another source. Three (3) rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the contract. I would allow 1 day for this

Sampling & Test of Shipment after Unloading:

St. Johns County reserves the right to subject samples of any delivered product to complete analyses to ensure that it meets the Specifications described herein. Three (3) failures during any period of this contract shall constitute automatic termination of the contract.

Certified Analysis:

The Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the product furnished by the Contractor complies with all applicable requirements of these Specifications.

Manufacturer's Laboratory Delivery Reports:

A certified report from the manufacturer shall be submitted with each delivery to St. Johns County. No deliveries will be accepted by St. Johns County unless accompanied by said certified laboratory report for the specific batch of chemical delivered showing the above data and that it conforms to the specifications described herein. If the Contractor fails to provide this report with delivery three (3) times during the contract period, even if at different locations, it shall constitute sufficient grounds for termination of the contract.

Occupational Health & Safety:

The Contractor must ensure delivery personnel's compliance with any and all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at a minimum, chemical goggles, and rubber gloves when handling hoses and valves. This chemical is not dangerous like the hypochlorite or acid so I don't think this is necessary.

Contract delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It shall be the responsibility of the Contractor delivery personnel to contain leaks and report any and all spills. Only if they refill the drums.

Material Safety & Data Sheets:

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

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including the potential for fire, explosion, corrosivity and reactivity, the known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance, and the primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center, Circle West, Tallahassee, FL 32301-5014, Phone: 800-367-4378.

Emergency Plan of Action & Safety Training:

Within thirty (30) days of award and acceptance of the contract for the supply of the chemical, the Contractor shall provide, *in writing*, an emergency contingency plan, with appropriate telephone contacts, for St. Johns County to follow in case an

emergency supply of the chemical is needed. The Contractor shall supply, *in writing*, an emergency spill response plan with appropriate emergency response personnel name (to include at least two degreed engineers) and telephone contact numbers (24-hour contact numbers) within thirty (30) days of award and acceptance of the contract. In addition, the proper spill response notification procedure, along with any forms required by any and all local, state, or federal regulatory agencies, shall be supplied by the Contractor. This section, in no way, relieves the Contractor of responsibility to notify the proper regulatory agencies in the event of a spill incident.

In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by the Contractor's personnel, equipment or method of delivery, the Contractor shall immediately comply with any and all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of the Contractor. The Contractor shall indemnify and hold St. Johns County harmless for any failure to properly report and/or comply with this provision.

In addition, the Contractor shall bear all expenses of spills, unless caused by the sole negligence of St. Johns County.

Safe Handling Training:

The Contractor shall provide an appropriate safe handling training course for the product within the first month of the contract, to all current St. Johns County operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no additional cost to St. Johns County. I don't think this is necessary since the product is minimally hazardous.

Technical Assistance:

The Contractor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of its chemical in the water treatment or waste water treatment process. The Contractor shall provide this assistance at no additional charge to St. Johns County.

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE PURCHASE OF POLYPHOSPHATE/ORTHOPHOSPHATE
BLEND

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
DECISION WITH RESPECT TO THE AWARD OF ANY BID,
SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
Barbara Beauchamp

BID NUMBER 11-83
OPENING DATE/TIME July 27, 2011 2:00 PM

ST. JOHNS COUNTY, A WRITTEN NOTICE OF OF INTENT
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION

POSTING DATE/TIME FROM 07/27/11 3:00 PM
UNTIL 08/01/11 3:00 PM

PROTEST PROCEDURES MAY BE OBTAINED IN THE
PURCHASING DEPARTMENT.

BIDDERS	UNIT PRICE PER GALLON	TOTAL ANNUAL BID PRICE	BID BOND	ADDENDUM # 1
SHANNON CHEMICAL CORP.	\$7.24	\$34,245.20	YES	YES
CARUS CORP.	\$7.752	\$36,666.96	YES	YES
AMERICAN WATER CHEMICALS	\$6.54	\$30,934.20	YES	YES
BARCROS CHEMICALS, INC.	\$8.21	\$38,833.30	YES	YES
DUMONT	\$7.50	\$35,475.00	YES	YES
F2 INDUSTRIES, LLC	\$7.15	\$33,819.50	YES	YES

BID AWARD DATE -



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

2446 Dobbs Road
St. Augustine, Florida 32086

I N T E R O F F I C E M E M O R A N D U M

TO: Frank Kenton, Administrative Manger of Utilities
FROM: Jaime Toney, Contract Coordinator *Conery*
SUBJECT: Transmittal of Bids Received for Bid No. 11-83; Purchase of
Polyphosphate/Orthophosphate Blend
DATE: July 27, 2011

Attached are copies of the bid proposals received for the above mentioned along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return at your earliest convenience. We will prepare the agenda item and contract.

Please let me know if I can assist your department in any other way.

Dept. Approval *C 2 Kenton*
Date *8/3/11*
Budget Amount *\$51,975*
Account Funding Title *Operating Supplies*
Funding Charge Code *4471-55200*
Award to *American Water Chemicals*
Award Amount *Based on usage*

AUG - 4 2011



AMERICAN WATER CHEMICALS, INC.

DATE: July 25, 2011

St. Johns County Purchasing Department
Attn: Jamie Toney, Contract Coordinator
2446 Dobbs Road
St. Augustine, FL 32086

Dear Ms. Toney,

Thank you for the opportunity to provide you with our proposal for the Polyphosphate /Orthophosphate Blend Bid No. 11-83. All bid documentation should be included with our proposal per your request and instructions; we also hereby confirm that we are in compliance with all your technical specifications and requirements listed on the bid documents.

It is noteworthy to mention that American Water Chemicals, Inc. is a manufacturer, not a repackager, and we are one of the few manufacturers that are ISO9001:2008 registered. A copy of the registration certificate is enclosed.

Finally, American Water Chemicals, Inc has been helping the water treatment plants in the USA with their chemical needs for over sixteen years, manufacturing the best products for the optimum operation. Please review the enclosed proposal, and feel free to contact us for any questions or clarification.

I will appreciate much if you fax or email me a copy of the bid tabulation once it is available.

Sincerely,

Ana Maria Padgett
Sales Engineer
American Water Chemicals
apadgett@aesh2o.com
Tel: (813) 246-5448
Fax: (813)623-6678

ISO 9001:2008 Certified Company



**Proposal For
Board of County Commissioners
St. John's County, Florida
Bid No. 11-83
Purchase of Polyphosphate /
Orthophosphate Blend**

By

**American Water Chemicals, Inc.
9203-A King Palm Drive
Tampa, FL 33619
Contact: Ana Maria Padgett
Tel: 813-246-5448**

COPY

**Bid Opening Date:
July 27, 2011
Opening Time: 2:00 p.m.**

Table of Contents

Section 1.....	Bid Documents Attachments Addendums
Section 2.....	Affidavit of Compliance Product Data Sheet MSDS
Section 3.....	NSF listing ISO Certification
Section 4.....	Supplier Information Certificate of Incorporation Business Licenses
Section 5.....	OSHA Forms Insurance Documentation

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 07/20/2011

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

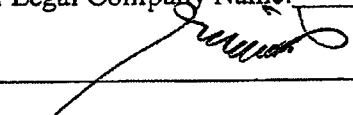
We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Full Legal Company Name: American Water Chemicals, Inc. (Seal)

By:  Rudy Canezo, Treasurer
(Name & Title typed or printed)

By: _____
(Name & Title typed or printed)

Address: 9203-A King Palm Drive, Tampa, FL 33619

Telephone No.: (813) 246-5448 Fax No.: (813) 623-6678

Email Address for Authorized Company Representative: apadgett@aesh2o.com

Federal I.D. Tax Number: 95-4412808 DUNS #: 00-2682649

INDIVIDUAL

Name: N/A _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Bid Proposal Attachments:
- "A" - Affidavit
 - "B" - List of Proposed Subcontractors
 - "C" - Certificate as to Corporate Principal
 - "D" - License/Certification List
 - "E" - References
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Attachments "A", "B", "C", "D", "E", and Bid Bond must be completed and attached to Bidder's bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

ATTACHMENT "A"

ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS, ST. JOHNS COUNTY,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

Before me, the Undersigned authority, personally appeared Rudy Canezo who being duly sworn, deposes and says he is Treasurer (Title) of the firm of American Water Chemicals, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 11-83, for the Purchase of Poly/Ortho Blend, in St. Johns County, Florida.

The affiant further states that no more that one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association or corporation has neither directly, or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

American Water Chemicals, Inc.
(Bidder)

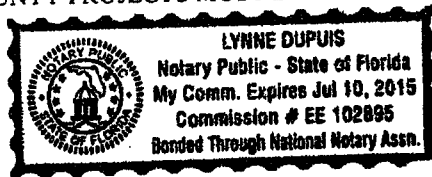
By: [Signature]
Treasurer
(Title)

Sworn and subscribed to me this 25 day
of July, 2011.

Notary Public:
[Signature]
Signature
Lynne Dupuis
Printed

My commission Expires: 7/10/2015

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.



ATTACHMENT "D"

License/Certification List

In the space below, the Bidder shall list all **current** licenses and certifications held.

The bidder shall attach a copy of each current license or certification listed below to this form.

License Name	License #	Issuing Agency	Expiration Date
Florida	F94000001871	State of Florida	12/31/2011
Business License	20120.0000	Hillsborough County	09/30/2011

ATTACHMENT "E"
REFERENCES

Each Bidder shall submit a list of at least ten (10) references that use or have used its products at water treatment plants in the past three (3) years. The references shall be Utility representatives, operators or users of the products, not purchasing agents. Bidders shall submit this information and all other required information as shown on Attachment "E". Additionally, each Bidder shall provide the names of any customers with whom the contract was terminated early (e.g. debarred) for safety, quality, or service issues for any products supplied over the past five (5) years. The Bidder shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("safety incidents") for any products it delivers or manufacturers for the past five (5) years. Failure to disclose references, terminations, or safety incidents will result in the Bidder being disqualified from bidding on this product.

Please attach to this form, the information required for references as stated above in the following format:

- Company name
- Representative Name & Title
- Product Provided
- Year(s) of Service
- Phone Number
- Email Address
- Reason for Termination (if applicable)
- Description of Safety Incident (if applicable)

See attached



AMERICAN WATER CHEMICALS, INC.

CONFIDENTIAL

AWC Partial Reference List

1. Company name: Collier County, North WTP
Representative Name & Title: Barry Erickson, Plant Manager
Product Provided: Antiscalant, Corrosion Inhibitor
Year(s) of Service: 9 years
Phone Number: 239-252-6115
Email Address: barryerickson@colliergov.net
2. Company name: Collier County, South WTP
Representative Name & Title: Steve Messner, Plant Manager
Product Provided: Antiscalant, Corrosion Inhibitor
Year(s) of Service: 9 years
Phone Number: 239-352-7014
Email Address: stevemessner@colliergov.net
3. Company name: City of Port St. Lucie, James E. Anderson Plant
Representative Name & Title: Daryl Kelley, Chief Operator
Product Provided: Antiscalant, Corrosion Inhibitor
Year(s) of Service: 4 years
Phone Number: 772-528-0475
Email Address: dkelly@cityofpsl.com
4. Company name: City of Port St. Lucie, Prineville Plant
Representative Name & Title: Tim Vanasdale, Chief Operator
Product Provided: Antiscalant, Corrosion Inhibitor
Year(s) of Service: 4 years
Phone Number: 772-873-6452
Email Address: TVanasdale@cityofpsl.com
5. Company name: Town of Highland Beach
Representative Name & Title: Joe Sterlicci, Plant Manager
Product Provided: Antiscalant, Corrosion Inhibitor, Cartridge Filters
Year(s) of Service: 4 years
Phone Number: 561-243-2084
Email Address: jsterlicchi@ci.highland-beach.fl.us

ISO 9001:2008 Certified Company





AMERICAN WATER CHEMICALS, INC.

6. Company name: Fort Pierce Utilities Resources
Representative Name & Title: Derek Furness, Water Resources Supervisor
Product Provided: Antiscalant, Corrosion Inhibitor, Cartridge Filters
Year(s) of Service: 6 years
Phone Number: 772-466-1600
Email Address: dfurness@fpua.com

7. Company name: Southmost Regional Desalination Authority
Representative Name & Title: Arnulfo Gallegos, Plant Manager
Product Provided: Antiscalant, Cartridge Filters
Year(s) of Service: 8 years
Phone Number: 956-350-6539
Email Address: AGallegos@brownsville-pub.com

8. Company name: North Cameron Water Authority
Representative Name & Title: Jesse Robles, Lead operator
Product Provided: Antiscalant, Cartridge Filters
Year(s) of Service: 6 years
Phone Number: (956) 537-9968
Email Address: jrobles@erhwsc.com

9. Company name: City of Dunedin Water Department
Representative Name & Title: John VanAmburg, Production Supervisor
Product Provided: Antiscalant, Cartridge Filters
Year(s) of Service: 7 years
Phone Number: 727-298-3100
Email Address: JVanAmburg@DunedinFL.Net

10. Company name: City of Fort Myers
Representative Name & Title: Marty Yaniga, Water Plant Supervisor
Product Provided: Antiscalant
Year(s) of Service: 7 years
Phone Number: (239) 332-6876
Email Address: MYaniga@cityftmyers.com

ISO 9001:2008 Certified Company



Not applicable, cashier's check submitted

BID NO.: 11-83

BID BOND

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, and _____ as Surety, are held and firmly bound unto St. Johns County, Florida, in the penal sum of _____ Dollars (\$) lawful money of the United States, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATIONS IS SUCH that whereas the Principal has submitted the accompanying Bid, dated _____, 20__.

For
Purchase of Poly/Ortho Blend
St. Johns County, Florida

NOW THEREFORE,

- (a) If the Principal shall not withdraw said Bid within sixty (60) days after Bid Award date, and shall within ten (10) days after prescribed forms are presented to him for signature, enter into a written Contract with the County in accordance with the Bid as accepted, and give Bond with good and sufficient Surety or Sureties, as may be required, for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.
- (b) In the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such Bond within the time specified, if the Principal shall pay the County the difference between the amount specified, in said Bid and the amount for which the County may procure the required Work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals, this _____ day of _____ A.D., 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSES:

(If Sole Ownership or Partnership two (2) Witnesses required).
(If Corporation, Secretary only will attest and affix seal).

WITNESSES:

PRINCIPAL:

NAME OF FIRM:

SIGNATURE OF AUTHORIZED OFFICER (AFFIX SEAL)

TITLE

BUSINESS ADDRESS

CITY STATE

WITNESS:

SURETY:

CORPORATE SURETY

ATTORNEY-IN-FACT (AFFIX SEAL)

BUSINESS ADDRESS

CITY STATE

NAME OF LOCAL INSURANCE AGENCY

END OF SECTION



St. Johns County Board of County Commissioners

Purchasing Division

July 20, 2011

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 11-83; Purchase of Poly/Ortho Blend

This Addendum #1 is issued to further bidders' information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a bid that he/she has received all Addenda. Please return a signed copy of this Addendum with Sealed Bid Proposal (1 original + 2 copies). The signature page of EACH acknowledged addendum must accompany each copy of the firm's submitted bid proposal.

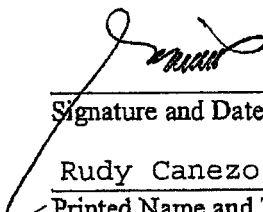
Questions/Answers:

- 1. How many drums will the County order per shipment? Will this be split into different locations?**
Answer: Each order will be between 8 and 16 drums, in multiples of two. The orders may be split between as many as four locations.
- 2. What product is the County currently using? What is the current pricing?**
Answer: The product currently being used is from F2 Industries, called LOP-1200. The current pricing is \$9.90 per gallon (\$544.50 for a 55gal drum).
- 3. Can the County supply the previous bid tabulation?**
Answer: Yes, it has been uploaded to www.demandstar.com.
- 4. If a vendor is issuing a Cashier's Check as a bid security, what should be written on "Attachment C" and Bond Form? Should they be left blank or make notations?**
Answer: Nothing needs to be written on either Attachment "C" or the Bond Form if a cashier's check is being submitted as the bid security.
- 5. For the deliveries, if the vendor uses any of the common carriers that they typically do business with, does the vendor need to provide a CD with the pictures? It will not necessarily be the same carrier company delivering the product each time.**
Answer: The CD with pictures is not necessary as long as the paperwork corresponds with the order and the driver is willing to show a picture ID. A driver's license will suffice.
- 6. If the vendor is located in a different county, and doesn't have a tax receipt for St. Johns County, what do they need to submit?**
Answer: A Local Business Tax Receipt from St. Johns County is required only upon award of the contract. The only exemption from this is if the vendor is a state certified contractor and has a tax receipt from their home county.
- 7. On page 27 of the specifications, it talks about deliveries requiring a forklift. Do any sites require a forklift?**
Answer: No. The vendor is just required to have a lift gate on the truck delivering the drums, and a dolly for rolling the drums inside. A forklift is not required.

THE BID DUE DATE REMAINS: Wednesday, July 27, 2011 at 2:00 P.M.

Acknowledgment

Sincerely,


Signature and Date

7/28/11

Rudy Canezo, Treasurer

Printed Name and Title

Jaime L. Toney
Contract Coordinator
Purchasing Department

American Water Chemicals, Inc.
Company Name (Print)

END OF ADDENDUM #1

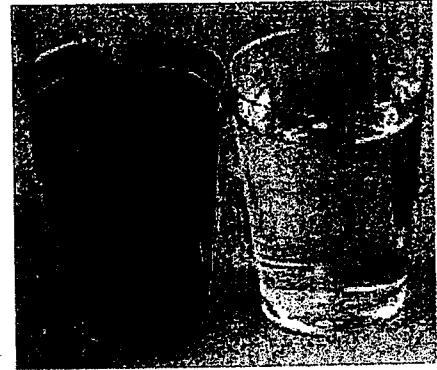


AMERICAN WATER CHEMICALS, INC.

AWC A-773 Water Distribution System Corrosion Inhibitor

Advantages

- AWC A-773 is a polyphosphate/orthophosphate based corrosion and scale inhibitor for the treatment of potable water systems.
- AWC A-773 inhibits corrosion by forming a stable, evenly distributed protective film on the inside of distribution piping and metal surfaces.
- AWC A-773 is designed for use with moderately hard water. We do not recommend the use of any polyphosphate based product with soft water.
- AWC A-773 eliminates red water by sequestering colloidal and dissolved iron.
- AWC A-773 decreases the potential for THM formation when dosed with chlorine and protects against the release of asbestos or cement from water mains.
- AWC A-773 saves money by reducing corrosion, lowering chlorine demand and decreasing hydrant flushing, leaks and failures.
- AWC A-773 has been approved by the National Sanitation Foundation (NSF Standard 60) for use in potable water.



Left: Untreated water distribution system resulting in red water at point of use.

Right: Water from a distribution system being treated with corrosion inhibitor.

Typical Properties

Appearance	Clear colorless liquid
Odor	Odorless
Specific Gravity	1.35 ± 0.1
pH (undiluted)	4 - 7

Chemical Feeding and Control

AWC A-773 is normally fed continuously to the system being treated by means of a chemical metering pump. In most applications, product is fed as a concentrate, without the necessity of dilution.

AWC A-773 dosing rate is based on water quality. The overall product applications and the specific chemical feed and control methods employed must be specified by the technical representative servicing the facility.

Safety and Handling

AWC A-773 in concentrated form may be toxic by ingestion. Do not take internally. If ingested, drink at least two (2) glasses of water and get immediate medical attention. Contact with eyes causes irritation. If eyes are contacted, immediately flush with clean water for 15 minutes and if irritation persists, get medical attention. In case of skin contact, wash with soap and water. For additional information, see the Material Safety Data Sheet provided with this product.

Packaging

AWC A-773 is available in 5-Gal Pails, 55-Gal Drums, 275-Gal Totes, 300-Gal Totes, and Bulk Shipments.

ISO 9001:2008 Certified Company



MATERIAL SAFETY DATA SHEET

PAGE 1

AMERICAN WATER CHEMICALS
 9203-A KING PALM DRIVE
 TAMPA FL 33619

AWC A-773

AWC A-773

Section I

AMERICAN WATER CHEMICALS 9203-A KING PALM DRIVE TAMPA FL 33619	Telephone Number: (813)-246-5448 Chemtrec phone Number: (800) 424-9300
Date Prepared: June 7, 2009	

Section II - Hazard Ingredients/Composition Information

Information for specific product ingredients as required by the U.S. OSHA Hazard Communication Standard is listed.

Components (Specific Chemical Identity; Common Name(s))	CAS #	%
Polyphosphate, Sodium Salt	Proprietary	10-36%
Orthophosphate, Sodium Salt	Proprietary	10-36%
Water	-	<55 %

Section III - Hazards Identification

Route(s) of Entry:	Inhalation? Yes	Skin? No	Ingestion? Yes
Health Hazards (Effects of Acute and Chronic Overexposure)			
Inhalation: May cause irritation to the respiratory tract. Symptoms may include coughing and shortness of breath.			
Eye Contact: May cause irritation, redness and pain.			
Skin Contact: May cause irritation. May cause inflammation and pain on prolonged contact, especially with moist skin.			
Ingestion (swallowing): Phosphates are slowly and incompletely absorbed when ingested, and seldom result in systemic effects. Such effects, however, have occurred. Symptoms may include vomiting, lethargy, diarrhea, blood chemistry effects, heart disturbances and central nervous system effects. The toxicity of phosphates is due to their ability to sequester calcium.			
Carcinogenicity: Not listed.	NTP? Not listed.	IARC Carcinogen? Not listed.	OSHA Regulated? No.
Other Signs and Symptoms of Overexposure: Kidney damage has been observed in rats following long-term ingestion of very high doses.			
Chronic Exposure: May sequester calcium and cause calcium phosphate deposits in the kidneys.			
Medical Conditions Generally Aggravated by Exposure: No information found.			

MATERIAL SAFETY DATA SHEET

AMERICAN WATER CHEMICALS
9203-A KING PALM DRIVE
TAMPA FL 33619

AWC A-773

Section IV - First Aid Procedures

Inhalation: Immediately remove to fresh air. If breathing has stopped, give artificial respiration or oxygen. See a physician if irritation of the eyes, skin or respiratory tract occurs.

Eye Contact: Immediately flush with plenty of water for at least 15 minutes holding lids apart to ensure flushing of the entire surface. Call a physician. Remove material from skin and clothing. Remove contact lenses immediately if possible.

Skin Contact: Immediately flush skin with plenty of water while removing contaminated clothing and shoes. Thoroughly wash before reuse or discard. Get medical help if irritation occurs.

Ingestion (Swallowing): If conscious, immediately give several glasses of water or milk. Do not induce vomiting. NEVER give anything by mouth to an unconscious person. Take immediately to hospital or physician.

Section V - Fire and Explosion Hazard Data

Flash Point (Method Used) Not Combustible	Flammable Limits: Not Flammable
Extinguishing Media: Water spray, dry chemical, CO ₂ , or other class B extinguishing agent. This material does not burn. Use extinguishing media appropriate to the surrounding fire conditions	
Special Fire Fighting Procedures and Protective Equipment: This material does not burn. Move containers from fire area if it can be done without risk. Otherwise, use water in flooding quantities as a spray or fog to keep fire-exposed containers cool and absorb heat to help prevent rupture. Do not enter without wearing specialized protective equipment suitable for the situation. Firefighter's normal protective equipment (Bunker Gear) will not provide adequate protection. Chemical resistant clothing (e.g. chemical splash suit and positive pressure self-contained breathing apparatus (MSHA/NIOSH approved or equivalent) may be necessary.	
Unusual Fire and Explosion Hazards: Not Applicable	
Hazardous Decomposition or Combustion Byproducts: Not applicable	

Section VI - Accidental Release Measures

Steps to Be Taken in Case Material is Released or Spilled:
When handling spill and leaks, follow good industrial hygiene and safety practices as outlined in this document. Dispose of in compliance with local regulations pertaining to phosphates.
In case of spills, prevent discharge to the environment (use dykes for large spills). Absorb spillage with earth, sand, clay, sawdust or other inert absorbent material which does not react with spilled chemical. Place all spilled material, contaminated sorbent materials, contaminated dirt, and other contaminated material in chemical waste container. Flush residual spill area with large amounts of water.

Section VII - Precautions for Safe Handling and Storage

Precautions to Be taken in Handling and Storing (General):
Empty drums as thoroughly as possible to facilitate disposal. Do not use with incompatible materials such as strong acids and strong bases. Label and avoid damaging containers. Maintain handling equipment. Practice good housekeeping. It is good practice to keep storage containers closed when not in use and when empty.

Ventilation:
Provide ventilation to minimize exposure. Use local mechanical exhaust ventilation at sources of air contamination such as open process equipment.

Other Precautions
Do not get in eyes, on skin, or on clothing. Wash contaminated clothes and shoes before reuse or discard. Use with adequate ventilation. Handle with due care. Wash thoroughly with soap and water after handling phosphate

MATERIAL SAFETY DATA SHEET

AMERICAN WATER CHEMICALS
9203-A KING PALM DRIVE
TAMPA FL 33619

AWC A-773

solution and before eating or smoking. Wear proper protective equipment. Remove clothing, if it becomes contaminated. Do not taste or swallow. Keep container closed.

Section VIII – Exposure Controls and Personal Protection

Respiratory Protection (Specify Type) In cases where overexposure to mist may occur, use an approved NIOSH-MSHA mist respirator (N-95 or better). Consult respirator manufacturer to determine appropriate type of equipment for given application. The respirator use limitations specified by NIOSH/MSHA or the manufacture must be observed. Respiratory protection programs must be in compliance with 29CFR1910.134.		
Ventilation	Local Exhaust Use local natural or mechanical exhaust ventilation to minimize exposure at sources of air contamination such as open process equipment. Engineering or administrative controls should be implemented to control mist	Special N/A
	Mechanical (General) Use mechanical ventilation at sources of air contamination.	Other Open process equipment.
Protective Gloves Wear impervious rubber or plastic gloves.	Eye Protection Wear chemical goggles and a face shield and have eyewash station immediately available.	
Other Protective Clothing or Equipment Eyewash facility and safety shower in immediate area. Use impervious chemical resistant aprons, sleeves, and other chemical resistant clothing and boots. Always clean protective equipment before reuse.		
Work/Hygienic Practices Always wash hands thoroughly with soap and water after handling chemicals and before eating or smoking. Wash immediately if skin is contaminated. Remove contaminated clothing promptly. Keep contaminated clothing in closed containers. Discard or launder before reuse. Inform laundry personnel of contaminant's hazards. Obey all federal, state and local regulations.		

Section IX - Physical/Chemical Characteristics

Boiling Point: >101°C (213°F)	Specific Gravity: 1.35± 0.1
Freezing Point: <0°C (32°F)	pH (1% sol'n): 4 – 7
Solubility in Water: Complete	Evaporation Rate: Same as water
Appearance and Odor: Clear liquid - colorless to slight yellow tint	

NR: NOT REQUIRED, NE: NOT ESTABLISHED, NA: NOT APPLICABLE

Section X – Stability & Reactivity Data

Stability/Instability: Stable under normal conditions of storage and handling. Usually stable in alkaline aqueous solution, but breaks down (hydrolyzes) to orthophosphate under acidic conditions.
Incompatibility (Materials to Avoid): Strong Oxidizing Agents (eg. perchlorates, peroxides) and strong acids (eg. Sulfuric acid) - reaction may be violent if mixed with this product at full strength. However, this product can safely be dosed into a water supply that contains dosage levels of oxidizers or acids that meet drinking water standards.
Conditions to Avoid: Do not expose to extreme temperatures
Hazardous Decomposition: When involved in a fire, the material may form toxic fumes of phosphorous oxides.
Hazardous Polymerization: Does not occur

AWC A-773

Section XI – Toxicological Information

Available data on closely related material indicates the following:

ORAL LD₅₀(Rats): =3053 mg/kg

Skin Irritation (rabbit, guinea pig): Negligible irritation and no visible tissue damage was observed after a 50% solution was applied to intact and abraded skin.

Acute Overexposure: Irritating to body tissue with which it comes into contact.

Chronic Overexposure: No known cases of chronic poisoning due to phosphate solutions have been reported.

May sequester calcium and cause calcium phosphate deposits in the kidneys.

Carcinogenicity: None of the components have been classified as a carcinogen by OSHA, NTP, and IARC.

Medical Conditions Generally Aggravated by Exposure: Phosphate solution will cause further irritation of tissue, open wounds, burns or mucous membranes.

Section XII – Ecological Information

Biodegradation: No specific biodegradation data is available for this product.

Section XIII – Disposal Considerations

Always dispose of in accordance with federal, state and local regulations pertaining to phosphates. Consult your attorney or appropriate regulatory officials for information on such disposal. Chemical waste generators must determine whether a discarded chemical is classified as a hazardous waste. US EPA guidelines for the classification determination are listed in 40 CFR Parts 261.3.

Section XIV- Transport Information

D.O.T. Proper Shipping Name: N/A

Technical class: Water treatment chemical

D.O.T. Hazard class: N/A

Identification No: N/A

Packing Group: N/A

Section XV – Regulatory Information

US Federal Regulations

TSCA:

All components in this product are listed on the TSCA inventory.

Health & Safety Reporting List:

None of the chemicals in this product are on the Health & Safety Reporting List.

Chemical Test Rules:

None of the chemicals in this product are under a Chemical Test Rule.

Section 12b:

None of the chemicals in this product are listed under TSCA Section 12b.

TSCA Significant New Use Rule:

None of the chemicals in this product have a SNUR under TSCA.

CERCLA Hazardous Substances and corresponding RQs:

None of the chemicals in this product have an RQ.

SARA Section 302 Extremely Hazardous Substances:

None of the chemicals in this product have a TPQ.

SARA Codes:

Acute

Section 313:

None of chemicals in this product are reportable under Section 313.

Clean Air Act:

This material does not contain any hazardous air pollutants.

This material does not contain any Class 1 or Class 2 Ozone depletors.

Clean Water Act:

None of the chemicals in this product are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

AWC A-773

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

OSHA:

None of the chemicals in this product are considered highly hazardous by OSHA.

State:

None of the chemicals in this product are present on state lists from CA, PA, WI, MA, or NJ.

California Prop 65:

California No Significant Risk Level: None of the chemicals in this product are listed.

European/International Regulations

European Labeling in Accordance with EC Directives:

Hazard Symbols: None

Risk Phrases: 22 Harmful if swallowed. 38 Irritating to skin

Safety Phrases: 2 Keep out of reach of children 61 Avoid releases to the environment.

WGK (Water Danger/Protection): None

Canada - DSL/NDSL:

All components are listed on Canada's DSL List

Canada - WHMIS:

None of the components in this product could be classified as hazardous in accordance with the hazard criteria of the Controlled Products Regulations.

Canadian Ingredient Disclosure List:

None of the components in this product are listed on the Canadian Ingredient Disclosure List.

Potable Water Approval: This product is NSF/ANSI Standard 60 certified.

Section XVI - Other Information

HMIS RATINGS:

Health	Flammability	Reactivity	Special Notice
1	0	0	N/E

NFPA RATINGS:

Health	Flammability	Reactivity	Special Notice
1	0	0	N/E

SPECIAL HAZARD DESIGNATIONS KEY: 0-MINIMAL, 1-SLIGHT, 2-MODERATE, 3-SERIOUS, 4-SEVERE

Recommended uses and Restrictions: Keep container closed when not in use. Corrosive to metals, store in plastic or FRP tanks. Avoid breathing mist. Do not get in eyes, on skin or on clothing. Wash thoroughly after handling.

The data contained in this Material Safety Data Sheet has been prepared based upon an evaluation of the ingredients contained in the product, their concentration in the product and potential interactions. The information is offered in good faith and is believed to be accurate. It is furnished to the customer who is urged to study it carefully to become aware of hazards, if any, in the storage, handling, use and disposal of the product; and to insure his employees are properly informed and advised of all safety precautions required. The information is furnished for compliance with the "Occupational Safety and Health Act" of 1970, the "Hazards Communication Act" of 1983 as well as various other Federal, State and Local regulations. Use or dissemination of all or part of this information for any other purpose is illegal.



NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, July 21, 2011** 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://www.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=American+Water+Chemicals&TradeName=A%2D773&>

NSF/ANSI STANDARD 60 Drinking Water Treatment Chemicals - Health Effects

American Water Chemicals, Inc.

American Engineering Services
9203 King Palm Drive
Suite A
Tampa, FL 33619
United States
888-217-8757
813-246-5448

Facility : Tampa, FL

Miscellaneous Corrosion Chemicals

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
AWC A-773	Corrosion & Scale Control	28mg/L

[ZN] Based on an evaluation of health effects data, the level of zinc in the finished drinking water shall not exceed 2.0 mg/L.

Number of matching Manufacturers is 1
Number of matching Products is 1
Processing time was 0 seconds

- [Search Listings](#) |



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has assessed the Quality Management System of:

American Water Chemicals, Inc.
9203 King Palm Drive, Suite A, Tampa, FL 33619 United States

*(Hereinafter called the Organization) and hereby declares that
Organization is in conformance with:*

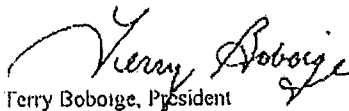
ISO 9001:2008

This Registration is in respect to the following scope of supply:

***Design, Formulation and Manufacture of Chemicals for Water
Treatment Applications as well as Operate and Maintain the same***

Such products shall be manufactured by the Organization at, or such processes or services shall be offered at or from, only the address given above. This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.

For PJR:


Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
26555 Evergreen, Suite 1340
Southfield, Michigan 48076
(248) 358-3388



PERRY JOHNSON
REGISTRARS, INC.

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date:
August 3, 2010

Expiration Date:
August 2, 2013

Certificate No.
C2010-01567



AMERICAN WATER CHEMICALS, INC.

Supplier Information

a. Sales Office

Address: 9203-A King Palm Drive, Tampa, Florida 33619
Telephone numbers(s): 813-246-5448
Normal business hours: 8 am to 5 pm EST
Contact person(s): Ana Maria Padgett

b. Ordering Information

Telephone numbers(s) during business hours: 813-246-5448
Telephone numbers(s) for emergency orders: 813-220-4703
Normal business hours: 8 am to 5 pm EST
Contact person(s): Ana Maria Padgett, Mo Malki

c. Manufacturing and shipping facility:

9203-A King Palm Drive, Tampa, Florida 33619

d. Emergency Assistance (24 hours/7 days a week)

- Chemtrec - 800-424-9300
- Mo Malki - 813-220-4703
- Rudy Canezo - 813-765-5694

ISO 9001:2008 Certified Company



Delaware

PAGE 1

The First State

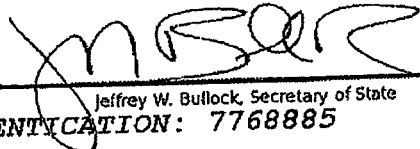
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "AMERICAN WATER CHEMICALS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTIETH DAY OF JANUARY, A.D. 2010.

2327714 8300

100037624

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7768885

DATE: 01-20-10

State of Florida

Department of State

I certify from the records of this office that AMERICAN WATER CHEMICALS INC. is a corporation organized under the laws of Delaware, authorized to transact business in the State of Florida, qualified on April 12, 1994.

The document number of this corporation is F94000001871.

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 January 4, 2011, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Fifth day of January, 2011



Jennifer Kennedy
Secretary of State

Authentication ID: 400189454574-010511-F94000001871

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
<https://efile.sunbiz.org/certauthver.html>

2010-2011 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES 9-30-2011 FOLIO NO.

STAMPS	FACILITIES OR MACHINES	ROOMS	SEATS	EMPLOYEES	RENEWAL	20120.0000
	0	0	0	0		

OCC. CODE BUSINESS TYPE
 380.004 RETAIL SALES W/HAZARDOUS WASTE

H. WASTE TAX
 SURCHARGE 40.00 30.00

2010-2011

BUSINESS 9203 KING PALM DR STE A
 LOCATION TAMPA 33619

NAME AMERICAN WATER CHEMICALS INC
 MAILING 9203 KING PALM DRIVE STE A
 ADDRESS TAMPA FL 33619

BUSINESS TAX RECEIPT

HAS HEREBY PAID A PRIVILEGE TAX TO ENGAGE
 IN BUSINESS, PROFESSION, OR OCCUPATION SPECIFIED HEREON.

DOUG BELDEN, TAX COLLECTOR
 813-635-5200
 THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

PAID - 24703 - 85
 09/01/2010 *** 70.00

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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".

Employee, 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 Part 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 ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, 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 current valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics Analysis, Room N-5944, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment Information

Your Establishment name UAN - American Water Chemicals,
 Street 9203 King Palm Drive, Suite A
 City Tampa State FL

Industry description (e.g., Manufacture of motor truck trailers)

Chemicals & Allied Products, N

Standard Industrial Classification (SIC), if known (e.g., 3715)
 5169

North American Industrial Classification (NAICS), if known (e.g., 336212)
 424690

Employment Information (if you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 16
 Total hours worked by all employees last year 13,246

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.

James 01/22/09
 Company executive Date

Attention: This form contains information relating to employee health and safety. It should be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name UAN - American Water Chemicals, Inc
 City Tampa State FL

Identify the person		Describe the case		Classify the case						Check the injury column or choose one type of illness:							
(A) Case no.	(B) Employee's name	(C) Job Title (e.g. Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Other recordable cases	(K) Away from work	(L) On job transfer or restriction	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other
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Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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".
 Employee, 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 Part 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)	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
	1	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, 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 current valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment Information

Your Establishment name UAN American Water Chemicals, Inc
 Street 9203 King Palm Drive Suite A
 City Tampa State FL

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)
5169

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 10
 Total hours worked by all employees last year 14772

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] 01/25/10
 Date
 Company executive

(813) 246-5468 01/25/10
 Phone Date

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name American Water Chemicals, Inc
City Tampa State FL

Classify the case
CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was:		Check the "injury" column or choose one type of illness:										
(A) Case no	(B) Employed's name	(C) Job Title	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Days away from work (K)	On job transfer or restriction (L)	(1)	(2)	(3)	(4)	(5)	(6)	
YLW57815C	Phillips, Marcus A	Warehouse Worker	9/22	Warehouse	Laceration Caught In Under or 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0	0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	0
Totals						0	0	0	1	0	0	1	0	0	0	0	0	0

Remained at work

Job transfer or restriction

Other recordable cases

Days away from work

On job transfer or restriction

See the Legend below

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

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".
 Employee, 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 Part 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	2
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
1	94
(K)	(L)

Injury and Illness Types

Total number of ... (M)	(1) Injuries	4	(4) Poisonings	0
	(2) Skin disorders	0	(5) Hearing loss	0
	(3) Respiratory conditions	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 14 minutes per response, including time to review the instructions, 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 current valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.



Establishment Information

Your Establishment name: UAN American Water Chemicals, Inc
 Street: 9203 King Palm Drive Suite A
 City: Tampa State: FL

Industry description (e.g., Manufacture of motor truck trailers)

Standard Industrial Classification (SIC), if known (e.g., 3715)
5169

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 9
 Total hours worked by all employees last year: 15618

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: [Signature] Date: 01/25/11
 Phone: (813) 246-5048 Date: 01/25/11



Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Form approved OMB no. 1218-0176

Establishment name UAN American Water Chemicals, Inc
City Tampa State FL

Identify the person

(A) Case no.	(B) Employee's name	(C) Job Title	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe the injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)
YLW81805C	Yu, Di	Warehouse Worker	1/25 month/05	Lab	Fracture On Same Level	Finger(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 days	72 days	<input checked="" type="checkbox"/>	(1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5) <input type="checkbox"/> (6) <input type="checkbox"/>
YLW89546C	Munoz, Liliana M	Sales Person	8/15 month/05	Job Site	All Other Specific Injuries, NOC	Lower Leg	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0 days	0 days	<input checked="" type="checkbox"/>	(1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5) <input type="checkbox"/> (6) <input type="checkbox"/>
YLW63542C	Phillips, Marcus A	Warehouse Worker	3/12 month/05	Job Site	Strain Caught In, Under or Banw	Finger(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0 days	0 days	<input checked="" type="checkbox"/>	(1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5) <input type="checkbox"/> (6) <input type="checkbox"/>
YLW64248C	Pulnoy, Albert W	Sales Person	3/26 month/05	Job Site	Strain Strain or Injury By NOC	Abdomen Incubation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0 days	22 days	<input checked="" type="checkbox"/>	(1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5) <input type="checkbox"/> (6) <input type="checkbox"/>
Totals							0	1	1	2	94	4	(1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5) <input type="checkbox"/> (6) <input type="checkbox"/>

Classify the case
CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Remained at work	Days away from work	Job transfer or restriction	Other recordable cases	Away from work	On job transfer or restriction
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1 days	72 days
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0 days	0 days
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0 days	0 days
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	0 days	22 days
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	94

See the Legend below

Enter the number of days the injured or ill worker was:

Check the "injury" column or choose one type of illness.

Be sure to transfer these totals to the Summary page (Form 300A) before you post it

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, 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 current valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GF

DATE (MM/DD/YYYY)

05/04/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bouchard-Clearwater 101 Starcrest Drive P O Box 6090 Clearwater, FL 33758-6090 Lisa M. Griffin	727-447-6481 727-449-1267	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: AMER136	FAX (A/C, No):
INSURED American Engineering Services, Inc. DBA: AES of California American Water Chemicals, Inc. Rudy Canezo 9203 King Palm Drive, Suite A Tampa, FL 33619	INSURER(S) AFFORDING COVERAGE INSURER A: Amerisure Insurance Company INSURER B: Westchester Surplus Lines Ins INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19488	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		G24205320001	05/01/11	05/01/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occ/reqce) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPIOP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA201019204	05/01/11	05/01/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 2,500	OCCUR CLAIMS-MADE	G24205332001	05/01/11	05/01/12	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	G24205320001	05/01/11	05/01/12	WC STATUS: OTH- TORY LIMITS: ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ Gen Agg 3,000,000 Ea Loss 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
10-DAYS NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER AMERENG	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--------------------------------------	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/10/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4837	CONTACT NAME: Aon Risk Services, Inc of Florida	
	PHONE (A/C No. Ext): 800-743-8130	FAX (A/C, No): 800-522-751
	E-MAIL ADDRESS: ADP.COI.Center@Aon.com	
	PRODUCER CUSTOMER ID #: 10762287	
	INSURER(S) AFFORDING COVERAGE	

INSURED ADP TotalSource III, Inc. 10200 Sunset Drive Miami, FL 33173 ALTERNATE EMPLOYER American Water Chemicals, Inc 9203 King Palm Drive, Suite A Tampa, FL 33619	INSURER A: Illinois National Insurance Co	23817
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 340607** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 012437068 FL	07/01/11	07/01/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
All worksite employees working for the above named client company, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. The above named client is an alternate employer under this policy.

CERTIFICATE HOLDER
 American Water Chemicals, Inc.
 9203 King Palm Drive
 Suite A
 Tampa, FL 33619

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE
Aon Risk Services, Inc of Florida