

CONTRACT 20-55 SODIUM HYPOCHLORITE

This Contract, dated August 4, 2020 is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Odyssey Manufacturing Company, located at 1484 Massaro Blvd., Tampa, FL 33619 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide Sodium Hypochlorite to the Bay County Water Treatment Plant located at 3400 Transmitter Road, Panama City, FL 32404, Military Point Advanced Wastewater Treatment Plant located at 100 Lagoon Road, Tyndall Air Force Base, FL 32403, and the North Bay Wastewater Treatment Plant located at 1121 Fred Anderson Road, Panama City, FL 32409.

The Contractor will perform those services in accordance with **Exhibit 1 Sodium Hypochlorite Specifications**. The Contractor hereby agrees to provide the following services to the County according to Invitation to Bid (ITB) 20-55 said documents being incorporated into this agreement as if fully set out herein, and the Contractor's response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

2. Term

The term of the contract shall commence upon execution by the County and continue in effect through September 30, 2021. Upon mutual agreement between the County and Contractor, the Contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

No price adjustments may be allowed during the initial proposed term of the contract. Price increases no greater than 5% will be considered after the initial proposed term if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 60 days prior to the anniversary date of the contract.

3. Contract Price

The County shall pay the Contractor for goods provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Contractor's invoice and written approval of same by the County's Designated Representative indicating that goods have been delivered in conformity with this Agreement.

The Contractor shall invoice the County based on the Contractor's proposal cost of \$0.795 per gallon of Sodium Hypochlorite delivered, as described in this agreement and ITB 20-55. Payment will be based upon the

number of gallons supplied multiplied by the unit price per gallon. All costs incidental to delivery and off-loading of chemicals must be included in the price.

4. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

5. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

6. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the County Utility Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

7. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

8. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

11. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract contact Bob Majka, Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

12. County Representative

The County Utility Services Director or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

14. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes. Contractor's doing business with a public entity, for which the compensation is wholly or partially provided by a federal awarding agency, must register at www.sam.gov.

15. E-Verify

Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract with the Department.

16. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 3** to this Contract and incorporated by reference.

17. Hold Harmless and 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 attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the indemnifying party and persons employed or utilized by the Contractor.

The parties understand and agree that such indemnification by the Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) \$1,000,000.00.

This Section survives termination or expiration of this Contract.

18. Duty to Pay Defense Costs and Expenses

The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

19. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Utility Services
Attn: Ben Blitch
3410 Transmitter Road
Panama City, FL 32404

For the Contractor:
Odyssey Manufacturing Company
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

20. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

21. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

22. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

23. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Contractor shall not be construed to waive or limit the full and faithful performance by the Contractor of another of its obligations or of the same obligation in the future.

24. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the contractor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

25. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in I (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the contractor at the time of termination may be adjusted to cover any additional costs to the local government because of the contractor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the contractor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the contractor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the contractor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the contractor in performing this contract, whether completed or in process.

Failure of the Contractor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

26. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this contract prevail first.

- b. The bid form and attachments are next.
- c. The initial bid provisions are final priority.

27. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

28. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this 25th day of August, 2020.

Executed by:



**BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA**

By:

Philip "Griff" Griffiths, Chairman

Attest:

Bill Kinsaul
Bill Kinsaul, Clerk of Court

Approved as to form

Brian D. Leebrick
Office of Bay County Attorney

Brian D. Leebrick



ODYSSEY MANUFACTURING COMPANY

By:

[Signature]

(Authorized Representative)

Its:

General Manager

State of Florida
County of Hillsborough

This Contract was acknowledged and subscribed before me the undersigned notary this 25th day of August, 2020, by Patrick Allman, as General Manager of Odyssey Manufacturing Co. and with proper authority, and who is personally known by me or produced identification of _____.

Marjorie Kathryn O'Donnell
Notary Public

Exhibits:

1. Sodium Hypochlorite Specifications
2. Contractor's Response to ITB 20-55
3. Insurance Requirements

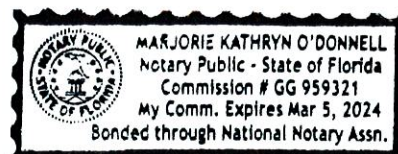


EXHIBIT 1

LIQUID SODIUM HYPOCHLORITE

BID SPECIFICATIONS

GENERAL REQUIREMENT

The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, to the Bay County Utility Services Department.

DELIVERY REQUIREMENTS

Contractor shall make "normal" deliveries within two (2) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Bay County from running out of sodium hypochlorite in less than 24 hours. Bay County shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each Bay County facility.

Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with Bay County so the driver can gain access to the facility.

All deliveries of liquid sodium hypochlorite shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.

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

All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various Bay County facilities.

Bay County reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

The Contractor shall be responsible for pumping liquid sodium hypochlorite 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 liquid sodium hypochlorite into designated storage tanks. 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).

The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Bay County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Bay County may reject a load if the equipment is not properly cleaned. Contractor shall furnish Bay County an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, Bay County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If Bay 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 subcontractor, the Contractor shall be relieved of cleanup of the spill.

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

DELIVERY LOCATIONS

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of Bay County.

Split deliveries to multiple locations will be coordinated and accepted by Bay County to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.

Liquid Sodium Hypochlorite consumption at each location is an estimate only and Bay County shall not be bound by these amounts in its contract with Contractor.

Delivery Locations:

Bay County Water Treatment Plant, 3400 Transmitter Road, Panama City, Florida, 32404. Bay County has four (4) 8,000-gallon storage tanks. Approximate delivery requirement: 5,000 gallons every 7 days.

Military Point AWTF, 100 Lagoon Road, Tyndall AFB, FL 32403.

The Military Point AWTF has two (2) 1,200-gallon storage tanks. Approximate delivery requirement: 1,000 gallons every 4 weeks.

North Bay WWTF, 1121 Fred Anderson Road, Panama City, FL 32409

The North Bay WWTF has two (2) 2,550-gallon storage tanks. Approximate delivery requirement: 1,500 gallons every 4 weeks.

| <u>LOCATION</u> | <u>STORAGE CAPACITY</u> | <u>ESTIMATED ANNUAL QUANTITY</u> |
|--|-------------------------|----------------------------------|
| Bay County WTP 3400 Transmitter Road Panama City, FL 32404 | 4 - 8,000 GALLONS | 200,000 GALLONS |
| Military Point AWTF 100 Lagoon Road Tyndall AFB, FL 32403 | 2 – 1,200 GALLONS | 13,000 GALLONS |
| North Bay WWTF 1121 Fred Anderson Road Panama City, FL 32409 | 2 – 2,550 GALLONS | 19,500 GALLONS |

PRODUCT MATERIAL REQUIREMENTS

Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the Contractor to inform Bay County that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Bay County and Contractor.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

| | |
|-------------|--------------|
| Iron | < 0.3 mg/L |
| Copper | < 0.03 mg/L |
| Nickel | < 0.03 mg/L |
| Chlorate | < 2,000 mg/L |
| Bromate | < 20 mg/L |
| Perchlorate | < 20 mg/L |

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

QUALITY ASSURANCE, SAFETY AND TRAINING

Sampling and Testing

All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: *"The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach"* and *"Suspended Solids Quality Test for Bleach Using Vacuum Filtration"*, distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

The approved laboratories are listed below for all sampling and testing whether during the proposal period or after award. No other Laboratory shall be used unless expressly authorized as an Addendum to the proposal issued by Bay County amending the Specification or an amendment to the contract between Bay County and Contractor.

NovaChem Laboratories(formerly Novatek)
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Bay County, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid

sodium hypochlorite before the shipment is unloaded. Bay County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Bay County. The sample shall be considered representative of the lot. Bay County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Bay County that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Bay 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 this time period, Bay County has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Bay County.

Sampling and Test of Shipment after Unloading. Bay County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification. Three failures during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Bay County.

Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-10, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Manufacturer's Laboratory Delivery Reports

A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to Bay County.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by Bay County unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the

contract period shall constitute sufficient grounds for termination of the contract between Bay County and Contractor.

Tank Cleanings

At any time during the performance of this Agreement, if Bay County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tank, the Contractor shall cleanout the tank at no charge to Bay County within seven (7) days, unless such timeframe is extended by Bay County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant. The Contractor shall submit a procedure to Bay County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Bay County. Failure of the Contractor to clean out the tank within seven (7) days after being served notice (or within any extension of this timeframe specified by Bay County) shall be cause for immediate termination of the sodium hypochlorite supply between Bay County and the Contractor.

OCCUPATIONAL HEALTH AND SAFETY

Contractor Safety Requirements

Contractor must ensure delivery personnel's compliance with 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 minimum, chemical goggles and rubber gloves when handling hoses and valves.

Contractor 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 is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor, must be accompanied by a Safety Data Sheet (SDS).

Technical Assistance and Safety Training

Safe Handling and Equipment Operation Training.

On an annual basis, the Contractor shall provide an appropriate safe handling and equipment operation training course for chemicals, to all current Bay County operations personnel for a minimum of 0.2 continuing education units (CEU's) for their State of Florida water and wastewater licenses The Contractor shall provide this assistance at no charge to Bay County.

Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. The Contractor shall provide this assistance at no charge to Bay County.

TERMINATION

In addition to the various statements in this specification stating the grounds for automatic termination of the Contractor's contract to supply liquid sodium hypochlorite to Bay County, and in addition to any other remedies, including the right to obtain cover and charge Contractor for the costs of cover, Contractor's failure to comply with this specification three (3) times over the duration of this contract shall constitute sufficient grounds for termination of the contract by Bay County. These failures, any three of which can result in termination of the contract, include but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid sodium hypochlorite to meet the specification at any time, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the specification, failure to provide drivers with company cell phones, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any Bay County emergency.

EXHIBIT 2
CONTRACTOR'S RESPONSE TO ITB 20-55

**EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS**

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Contractor. All subcontractors are subject to the same coverages and limits as the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. **WORKERS' COMPENSATION COVERAGE**

The Contractor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **\$500,000 each accident and \$500,000 each employee/\$500,000 policy limit for disease**. The Contractor shall also purchase any other coverages required by law for the benefit of employees. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.02(14)(d).

g. **GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of \$1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. **GENERAL LIABILITY COVERAGE**

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. **PRODUCTS/COMPLETED OPERATIONS**

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of _____ per occurrence. If a

claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense

exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be _____ per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☒ **Pollution Legal Liability Coverage** \$1,000,000.00

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2019

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 have ADDITIONAL INSURED provisions or 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 Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802 | | CONTACT NAME: Debbie MacGillivray PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: debbie.macgillivray@stahlinsurance.com | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619 | | INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>Illinois Union Insurance Co</td><td>NAIC #</td><td>27960</td></tr><tr><td>INSURER B:</td><td>ACE American Insurance Co</td><td></td><td>22667</td></tr><tr><td>INSURER C:</td><td>Zenith Insurance Company</td><td></td><td>13269</td></tr><tr><td>INSURER D:</td><td></td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td><td></td></tr></table> | | INSURER A: | Illinois Union Insurance Co | NAIC # | 27960 | INSURER B: | ACE American Insurance Co | | 22667 | INSURER C: | Zenith Insurance Company | | 13269 | INSURER D: | | | | INSURER E: | | | | INSURER F: | | | |
| INSURER A: | Illinois Union Insurance Co | NAIC # | 27960 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | ACE American Insurance Co | | 22667 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | Zenith Insurance Company | | 13269 | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** Jan 2020 Master **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 INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | G24092975 011 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |
| | <input checked="" type="checkbox"/> Per Project Applies By | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input type="checkbox"/> Written Contract | Y | Y | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | OTHER: | | | | | | \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY | | | H08450377 011 | 10/01/2019 | 10/01/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | Y | Y | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED PD | | | | | PIP-Basic \$ 10,000 | |
| A | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | G24092987 011 | 10/01/2019 | 10/01/2020 | EACH OCCURRENCE \$ 5,000,000 |
| | <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 5,000,000 |
| | DED \$ RETENTION \$ | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | | Z066828616 | 01/01/2020 | 01/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> Pollution/Prof Liability | | | G24092975 011 | 10/01/2019 | 10/01/2020 | Ea Poll Condition/Agg \$1,000,000 |
| | Poll Ded \$5k/Prof Ded 25K | | | | | | Prof Ea Claim Aggregate \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bay County Board of Commissioners is additional insured on the general liability and auto liability on a primary non-contributory basis if required by written contract. Waiver of subrogation applies on general liability and auto liability when required by written contract.

20-55 Sodium Hypochlorite

| | |
|--|---|
| CERTIFICATE HOLDER Bay County Board of Commissioners 840 West 11th Street Panama City FL 32401 | 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 |
|--|---|

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December 11, 2019

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on March 28, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 28th day of March, 2019.


Stephen Sidelko, Secretary

CORPORATE SEAL


Marvin T. Rakes, President

Patrick Allman

From: Karen Grindle <kgrindle@baycountyfl.gov>
Sent: Thursday, August 6, 2020 1:18 PM
To: Patrick Allman
Subject: 20-55 Sodium Hypochlorite
Attachments: 20-54 Sodium Hypochlorite Contract.pdf; 20-55 Notice of Award.pdf

Pat,

Attached is the notice of award and contract for 20-55 Sodium Hypochlorite. Please return one signed (notarized) contract along with Certificate of Insurance to my attention in the Purchasing Department. Certificates of Insurance need to have Bay County Board of County Commissioners listed as additional insured primary, non-contributory with waiver of subrogation. I do need the original signature page for the clerk of court for recording but the COI may be emailed.

Thanks
Karen Grindle



Karen Grindle
Asst. Purchasing Director
840 West 11th Street Panama City, FL 32401
Purchasing Division
Phone: 850.248.8275 Fax: 850.248.8276
Email: kgrindle@baycountyfl.gov



Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



Bay County Board of County Commissioners Agenda Item Summary

Water Treatment Plant Sodium Hypochlorite

DEPARTMENT MAKING REQUEST/NAME:

Utility Services Department Benjamin Blitch, P.E., Director

MEETING DATE: 8/4/2020

REQUESTED MOTION/ACTION:

Board: 1) Approve a one-year contract with three (3) additional one-year renewal options with Odyssey Manufacturing Company for the supply of Liquid Sodium Hypochlorite for the Water Treatment Plant and 2) Authorize the Chairman to execute the contract and make any necessary modifications as approved by the County Attorney.

AGENDA

Utility Services - Consent

BUDGETED ITEM? Yes

BUDGET ACTION:

None Needed

FINANCIAL IMPACT SUMMARY STATEMENT:

This item has been budgeted in the FY 2021 budget.

BACKGROUND:

Liquid Sodium Hypochlorite is a disinfection agent used in the treatment process of potable water.

Invitation to Bid (ITB) 20-55 Liquid Sodium Hypochlorite was advertised for bids on June 22, 2020. The following responses were received and opened on July 16, 2020.

| Vendor | Price Per Gallon |
|-------------------------------|------------------|
| Odyssey Manufacturing Company | \$0.795 |
| Allied Universal Corporation | \$0.837 |

Staff has evaluated the bids and Odyssey Manufacturing Company was the lowest responsive and responsible bidder. Therefore, Staff recommends a one-year contract with three (3) additional one-year renewal options with Odyssey Manufacturing Company to supply liquid sodium hypochlorite for the Water Treatment Plant (**Exhibit 1**).

ATTACHMENTS:

Description

Exhibit 1 20-55 Sodium Hypochlorite Contract

Type

Exhibit



Purchasing Department
840 West 11th Street, Suite 2500
Panama City, FL 32401
Telephone: (850) 248-8270
Fax: (850) 248-8276

BOARD OF COUNTY
COMMISSIONERS

WWW.BAYCOUNTYFL.GOV

NOTICE OF AWARD

Odyssey Manufacturing Company
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

PROJECT DESCRIPTION: 20-54 Sodium Hypochlorite

Bay County has considered the proposal submitted by you for the above described WORK in response to its Invitation to Bid (ITB) 20-55 dated July 1, 2020. You are hereby notified that your bid has been accepted.

You are required by the ITB to execute the Agreement and furnish the required certificates of insurance (naming Bay County BOCC as additional insured primary, non-contributory with waiver of subrogation) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and certificates of insurance within ten (10) calendar days from the date of this Notice, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your proposal as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 6th day of August 2020.

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: Wendi Nation

Title: Purchasing Director

cc: Clerk

840 WEST 11TH STREET
PANAMA CITY, FL 32401

COMMISSIONERS:

TOMMY HAMM
DISTRICT I

ROBERT CARROLL
DISTRICT II

WILLIAM T. DOZIER
DISTRICT III

VACANT
DISTRICT IV

PHILIP "GRIFF" GRIFFITTS
DISTRICT V

ROBERT J. MAJKA.
COUNTY MANAGER