

**PRICE AGREEMENT  
AGREEMENT BETWEEN THE CITY OF ST. AUGUSTINE (CITY) AND ODYSSEY  
MANUFACTURING CO. (VENDOR) FOR THE PURCHASE AND DELIVERY OF  
CHEMICALS FOR THE WATER AND WASTEWATER TREATMENT PLANTS**

This AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the “City”), whose mailing address is P. O. Box 210 St. Augustine, Florida 32085-0219 and ODYSSEY MANUFACTURING CO., whose mailing address is 1484 Massaro Boulevard, Tampa, Florida 33619.

Vendor responded to the City’s RFB #24052 on August 13, 2024 and was awarded the contract for Sodium Hydroxide and Sodium Hypochlorite.

Accordingly, in addition to the attached Purchase Order Terms and Conditions, the City and Vendor agree to the following:

- The Agreement shall be effective upon execution by both parties, commencing on October 1, 2024 and shall expire on September 30, 2027. This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.
- **COST OF LIVING INCREASES.** A Consumer Price Index (“CPI”) – based Cost Schedule increase may be requested in writing no later than three (3) months before the contract anniversary date (September 30). The increase will be limited to the Unadjusted percentage change for All Urban Consumers, not to exceed five percent, for the twelve-month timeframe beginning three months before the contract renewal date. Example: Contract expiration September 30, the CPI will be based on the May index.
- **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Vendor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, “Fiscal Year” is defined as the period beginning on October 1 and ending on September 30.
- The City shall provide the specifications, receipt point location and details with each Purchase order. The City’s Purchase order shall identify the amount of product needed along with identification of any special delivery, schedule or other requirements. The City makes no guarantee as to the actual amount that will be purchased.
- The City’s Project Manager will determine the method best suited for issuing each order. Vendor guarantees the bid price as awarded in RFB #24052 through the term of the Agreement. The Vendor shall deliver to the City as specified within the City’s Purchase Order unless otherwise agreed to by City staff.

CITY

Glabra Skipp, Project Manager  
City of St. Augustine  
P.O. Box 210  
St. Augustine, Florida 32085-0210  
904-209-4271 (office)  
904-209-4286 (fax)  
E-mail: [gskipp@citystaug.com](mailto:gskipp@citystaug.com)

VENDOR

Patrick Allman, General Manager  
Odyssey Manufacturing Co.  
1484 Massaro Boulevard  
Tampa, Florida 33619  
813-635-0339 (office)  
813-630-2589 (fax)  
E-mail: [pallman@odysseymanufacturing.com](mailto:pallman@odysseymanufacturing.com)

- Vendor must notify the City within ten (10) days of any action of lapse that results in Vendor no longer meeting the minimum qualification criteria in the solicitation.
- The City may terminate the Agreement without cause upon thirty (30) days written notice. In such event, Vendor shall be compensated for all Work performed in accordance with this Agreement to the effective date of termination. Alternatively, the city may terminate the Agreement for cause on ten (10) days written notice and opportunity to cure in the event of any material breach hereof. Upon termination, the City may take possession of and finish the Work by whatever method(s) the city deems expedient.
- **COMPLIANCE WITH PUBLIC RECORDS ACT**

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

Telephone: (904) 825-1007  
Email: [recordsrequest@citystaug.com](mailto:recordsrequest@citystaug.com)  
Mailing Address: City of St. Augustine  
Darlene Galambos, City Clerk  
Public Records Custodian  
P.O. Box 210  
St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
  6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
  7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.
- **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: [www.uscis.gov/e-verify](http://www.uscis.gov/e-verify).
  - **USE OF CITY SEAL.** Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.
  - **RESPONSIBLE VENDOR DETERMINATION.** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
  - **EFFECT OF BANKRUPTCY.** The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.
  - **HEAT PROTECTION AND REGULATIONS.** Contractor must comply with all state and federal heat exposure laws.

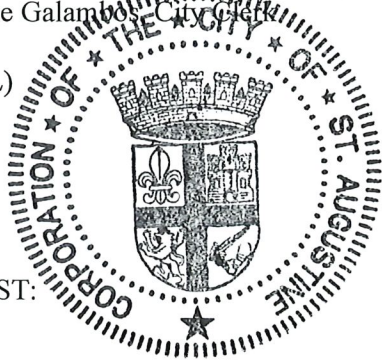
IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE, FLORIDA,  
A municipal corporation

ATTEST:

  
Darlene Galambos

(SEAL)



ATTEST:

  
Stephen Sidelko (Aug 29, 2024 18:19 EDT)  
Corporate Secretary  
(SEAL)

By:   
David Birchim, City Manager

Date: 9/3/24

ODYSSEY MANUFACTURING CO.

By:   
Patrick Allman (Aug 29, 2024 14:37 EDT)

Printed Name: Patrick Allman

Title: General Manager

Date: 08/29/2024

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
Isabelle C. Lopez, City Attorney

- Exhibit A: Scope of Work / Specifications
- Exhibit B: General Terms and Conditions for City Purchase Orders
- Exhibit C: Insurance Requirements

## EXHIBIT A – SCOPE OF WORK/SPECIFICATIONS

### SCOPE OF WORK / SPECIFICATIONS

<p style="text-align: center;"><b>Sodium Hydroxide</b> <b>Quantity: Approximately 12,000 gallons annually</b></p>
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- Acceptable Standard: 50% grade Sodium Hydroxide (caustic), either rayon or membrane grade and must meet NSF Standard 60 specifications at the time of bid submittal.
- Caustic must be delivered as liquid.
- Delivery will be approximately three thousand (3,000) gallons per load.
- Total anticipated annual volume (not guaranteed) is twelve thousand (12,000) gallons.
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures.
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM Monday through Friday. No deliveries on holidays.

#### **Delivery Requirements:**

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hydroxide in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

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

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of Sodium Hydroxide shall be supplied by the Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City

approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hydroxide. If the spill is not cleaned up, the City will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

**Delivery Location:**

Bulk delivery by tanker shall be made to:

City of St. Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida 32084

The City owns one (1) three thousand eight hundred (3,800) gallon storage tank.

## SCOPE OF WORK / SPECIFICATIONS

Type of Chemical: Sodium Hypochlorite  
Quantity: Approximately 260,000 gallons annually

### General Description of Services

- Acceptable Standard: 12.5% trade percent Sodium Hypochlorite (liquid bleach), must meet NSF Standard 60 specifications at the time of bid submittal.
- Typical delivery will be a minimum load of five thousand (5,000) gallons.
- Total anticipated annual volume (not guaranteed) is two hundred sixty thousand gallons (260,000 gallons).
- The bidder must submit a certificate of compliance and a certified analysis as to the composition of the product with the bid and with each delivery.
- The successful bidder's shipper is responsible for matching the City's receiving tank equipment with the proper tank truck discharge system.
- The successful bidder must supply S.D.S. (Safety Data Sheets) for the product.
- The successful bidder must supply copies of the manufacturer's shipping and handling safety procedures
- Deliveries are accepted between the hours of 5:00 AM and 2:00 PM. No deliveries on holidays.

### Delivery Requirements:

The Vendor shall make "normal" deliveries within three (3) days after receipt of order and must make "emergency" deliveries within twenty-four (24) hours. An emergency delivery is defined as a delivery which is necessary in order to prevent the City from running out of Sodium Hypochlorite in less than thirty-six (36) hours. City shall endeavor to minimize the number of "emergency" deliveries.

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. The City 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 Vendor's product or impede the unloading process. It is the Vendor'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 Vendor and shall be clean and free from contaminating material. The City may reject a load if the equipment is not properly cleaned. The Vendor shall furnish a City approved, leak-free connection device between the trailer and the City's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled Sodium Hypochlorite. If the spill is not cleaned up, the City will hire a certified hazardous material

handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If the City's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

**Delivery Location:**

Bulk delivery by tanker shall be made to:

City of St Augustine Water Treatment Plant, 254 West King Street, St. Augustine Florida, 32084

The City owns two (2) six thousand (6,000) gallon tanks.



**GENERAL TERMS AND CONDITIONS  
FOR CITY OF ST. AUGUSTINE PURCHASE ORDERS**

1. This purchase order (Order) constitutes a binding contract under the terms and conditions contained herein when accepted by Seller, either by written acknowledgement or by commencement of shipment. No changes may be made in this Order without the authorization of the City of St. Augustine (COSA).
2. All rights and obligations of the parties to this Order will be governed by the provisions of the Uniform Commercial Code – Article 2, Sales; Chapter 672, Florida Statutes.
3. Materials will be property packaged and marked with the purchase order number. Quantities specified herein are not to be exceeded unless otherwise authorized by COSA. COSA reserves the right to cancel this Order, or any part thereof, without obligation, if delivery is not made on the time(s)/date(s) specified.
4. Goods purchased under these terms must be delivered and received by the COSA receiving section.
5. Seller shall coordinate with City's project manager. All deliveries shall be made during normal business hours. Seller will be responsible for off loading deliveries unless special arrangements are made with the City. Seller is responsible to properly and appropriately place materials, items or products on site in an area approved by the City and protected from weather, damages and theft after delivery to the City.
6. All delivery tickets must be signed by the City's authorized representative. Delivery tickets must clearly describe materials, items or products shipped and delivered to the site and indicate materials, items or products that are back ordered. Signed delivery tickets must be attached to the Seller's invoicing.
7. Any and all additional materials or extra charges not included in this Order must be approved by the City in writing prior to ordering, fabrication and shipment.
8. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. COSA may reject any goods which are defective or not in conformance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by COSA. Rejected goods will be returned to Seller at Seller's risk and expense. COSA has no further obligations with regard to rejected goods. In the absence of a separate agreement between the parties, full payment will be made within a reasonable time of delivery and inspection of goods. Invoices shall be provided to COSA within fifteen (15) days of delivery.
9. It is expressly agreed and understood that time is of the essence regarding this Order and the payment of the consideration herein expressed is executory and conditioned upon complete and timely performance by the Seller.
10. All prices must be F.O.B. the place of destination unless otherwise agreed. Where a specific purchase is negotiated F.O.B. the place of shipment, Seller will prepay shipping charges and include them on the invoice. C.O.D. shipments will be accepted and will be returned to Seller at Seller's risk and expense.
11. The sale price will be the lowest prevailing market price and under no circumstances higher than specified herein without the express authorization of COSA. Invoices shall be submitted in duplicate. Separate invoices are required for each Order.
12. In the event of a default or breach by the Seller, which results in a cost increase to COSA, COSA may procure articles or services from other sources and charge seller as liquidated damages any excess costs.
13. All materials, drawings or other items provided by COSA to Seller remain the property of COSA and will be returned to COSA upon demand. Unless otherwise agreed, all containers, reels or pallets shipped with goods by Seller remain the property of COSA.
14. The items covered by this Order will comply with all federal, state or local laws relative to same. Seller shall defend all actions or claims brought against COSA and hold and save COSA harmless from all losses, costs or damages related to actual or alleged infringement of letters of patent or copyrights, or claims arising from fatalities, injuries and/or property damage resulting from manufacturing or design deficiencies of delivered goods.
15. COSA is exempt from any sales, excise or federal transportation taxes and from the provisions of the Robinson Patman Act.
16. In accordance with Chapter 442, Florida Statutes, Seller will advise COSA if a product is a toxic substance and, in such case, will provide a Material Safety Data Sheet at the time of delivery.
17. Neither Seller nor COSA may assign any portion of this Order without the prior consent of the other.
18. This Order shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this contract.
19. This Order shall be governed under the laws of the State of Florida. Venue for any legal proceeding arising out of the interpretation or enforcement of this Order shall lie exclusively in a court of competent jurisdiction in St. Johns County, Florida.
20. The parties acknowledge that the terms and conditions of this Order and the contract documents incorporated in same as identified in this Order constitute the entire agreement of the parties and that those terms and conditions supersede all prior and contemporaneous representations, agreements, quotes whether written or oral.
21. Compliance with Public Record Act is required for all services, pursuant to Chapter 119 F.S.
22. Liability and Workers' Compensation insurance is required for all services. See attached City of St. Augustine Insurance Requirements. City does not waive sovereign immunity per F.S. 768.28.
23. Contractor certifies compliance with F.S. 448.095 Employment Eligibility.
24. Minimum Insurance Requirements for Services can be found on the City's Website under Purchasing. <https://citystaug.com/487/Purchasing>.
25. Responsible vendor determination. Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
26. Use of city seal. Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.
27. Effect of Bankruptcy. The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.

## INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

\*\*If applicable, the following additional coverage may be required, depending upon the nature of the Work.

- (\*\*) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (\*\*) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (\*\*) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (\*\*) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (\*\*) **Professional Liability.** (Per claim) \$500,000 single limits.



## NOTICE OF AWARD

**TO:** Patrick Allman  
pallman@odysseymanufacturing.com  
Odyssey Manufacturing Company  
1484 Massaro Boulevard  
Tampa, Florida 33619

**PROJECT NAME: PURCHASE AND DELIVERY OF CHEMICALS FOR THE  
WATER TREATMENT AND WASTEWATER TREATMENT PLANTS –  
SODIUM HYDROXIDE AND SODIUM HYPOCHLORITE**

The City of St. Augustine, Florida (City) has considered the Bid #24052 submitted by you for the above-described work.

You are hereby notified that your Bid has been accepted for the following items: Sodium Hydroxide in the amount of Two Dollars and Thirty Cents (\$2.30) per gallon; Sodium Hypochlorite in the amount of One Dollar and Sixty Cents (\$1.60) per gallon. You are required by the Information for Bidders to execute the Price Agreement within ten (10) calendar days from the date of this Notice to you.

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

You are required to return an acknowledged copy of this Notice of Award to the City.

Dated this 21 day of August, 2024.

**CITY OF ST. AUGUSTINE, FLORIDA**

By:   
David Birchim (Aug 21, 2024 15:40 EDT)

David Birchim  
City Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged.

By:  this 22 day of August, 2024.  
Patrick Allman (Aug 22, 2024 12:50 EDT)

Title: General Manager