1C

CITY MANAGER'S OFFICE

# DOCUMENT ROUTING FORM

Rev: 6 | Revision Date: 10/01/2024

**PLEASE RUSH**

## CITY MANAGER AND MAYOR'S REVIEW AND/OR SIGNATURE COVERSHEET

### 1) ORIGINATING OFFICE:

**Routing Start Date:** 01/06/2025 ■ **Agenda Item** ☐ **Non-Agenda Item**

**Document Title:** AGREEMENT - Purchase and Installation of Two Submersible Mixers – Odyssey Manufacturing Co. - $147,000 – (Commission Districts 1, 2, 3 and 4)

**Commission Mtg. Date:** 11/7/2024 **CAM #:** 24-0932 **Item #:** CP-1

**Routing Origin:** Finance Department - Procurement Division **CAM attached:** ■Yes ☐No

**Router Name:** Shamori Aldridge **Ext:** 6238 **Action Summary attached:** ■Yes ☐No

**CIP FUNDED:** ■ YES ☐ NO

**Capital Investment / Community Improvement Projects** defined as having a life of at least 10 years and a cost of at least $50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

### 2) CITY ATTORNEY'S OFFICE (CAO):

Documents to be signed/routed? ☒Yes ☐ No Is the attached Granicus document Final? ☒Yes ☐No

**Number of originals attached:** 1 **Approved as to Form:** ☒**Yes** ☐**No**

**Attorney's Name:** Rhonda Montoya Hasan **Initials:** RMH

**Continue Routing To: FIN** (if applicable) Date: _____ and then to **CCO Date:** 1/9/25

### 3) CITY CLERK'S OFFICE (CCO):

**# of originals:** 1 **Routed to:** WAY **Date:** 01/09/25

### 4) CITY MANAGER'S OFFICE: CMO LOG #: Jan 17 Document received from: _____

**ASSIGNED TO:** ☐ SUSAN GRANT, ACTING CITY MGR. ☐ ANTHONY FAJARD, ASST. CITY MGR.

ACTING ASST. CITY MANAGERS.: ☐ BEN ROGERS, ☐ CHRIS COOPER ☐ LAURA REECE

ACTING CRA EXECUTIVE DIRECTOR ☐ APPROVED FOR CITY MANAGER'S SIGNATURE ☐

**CITY MANAGER TO SIGN PER ACM OR AcACM (Initial):** _____

☐ A. FAJARDO ☐ B. ROGERS ☐ C. COOPER ☐ L. REECE ☐ PENDING APPROVAL (See comments)

**Comments/Questions:** _____

**Forward originals to CCO** for continuous routing to Mayor Date to CCO: _____

### 5) MAYOR/CRA CHAIRMAN:

Please sign as indicated and forward the originals to the City Clerk's Office for a final processing and review of attestation and/or seal, if applicable. Date to CCO: _____

### 6) INSTRUCTIONS TO CITY CLERK'S OFFICE:

Please retain a scan record copy and forward originals to:

Dept.: Fin-Procurement *Name: Shamori Aldridge Ext 6238

*Please scan the record copy to the City Clerk once review and sign at the last level of government (Federal, State, County) is complete.

Scan Date: _____ Attach certified Resolution # _____ ☐ Yes ☐ No Original form route to CAO

details

| | | | |
|---|---|---|---|
| File #: | 240932 Version: 1 | | |
| Type: | CONSENT PURCHASE | | |
| Title: | Motion Approving an Agreement for the Purchase and Installation of Two Submersible Mixers - Odyssey Manufacturing Co. - $147,000 - (Commission Districts 1, 2, 3 and 4) | | |
| Mover: | John C. Herbst | Seconder: | Pam Beasley-Pittman |
| Result: | Pass | | |
| Agenda note: | | | |
| Minutes note: | | | |
| Action: | APPROVED | | |
| Action text: | APPROVED | | |

consent votes (5:0)

5 records Group Export

| Person Name | Vote |
|---|---|
| Warren Sturman | Yea |
| Steven Glassman | Yea |
| Pam Beasley-Pittman | Yea |
| John C. Herbst | Yea |
| Dean J. Trantalis | Yea |

**CITY OF FORT LAUDERDALE**
**City Commission Agenda Memo** **#24-0932**
**REGULAR MEETING**

**TO:** Honorable Mayor & Members of the Fort Lauderdale City Commission

**FROM:** Susan Grant, Acting City Manager

**DATE:** November 7, 2024

**TITLE:** Motion Approving an Agreement for the Purchase and Installation of Two Submersible Mixers – Odyssey Manufacturing Co. - $147,000 – **(Commission Districts 1, 2, 3 and 4)**

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## Recommendation

Staff recommends the City Commission approve an agreement, in substantially the form attached, with Odyssey Manufacturing Co. for the purchase and installation of two (2) submersible mixers for use in the water storage tanks at the Fiveash Water Treatment Plant in the amount of $147,000.

## Background

In November 2022, the City had an evaluation/inspection conducted by the Environmental Protection Agency, Florida Department of Environmental Protection (FDEP), and National Enforcement Investigation Center. Several issues were identified during the inspection, and resolutions to the various issues are still ongoing. In the response letter to the FDEP, one (1) of the actions to be taken by the City is to install a tank mixing system at each of the two (2) water storage tanks at the Fiveash Water Treatment Plant. The implementation of this mixer system will improve the quality of potable water delivered to customers.

On July 31, 2024, the Procurement Services Division issued Invitation to Bid Event No. 347 – Submersible Mixer for Water Storage Tanks. The event was extended three (3) additional times while outreach was done to increase competition. On August 27, 2024, the solicitation ended with one (1) bid. The bid provided by Odyssey Manufacturing Co., has met the requirements of the bid and is deemed responsive and responsible bidder. The bidder has not indicated their status as a Disadvantaged Business Enterprise.

## Resource Impact

There will be a fiscal impact to the city in the amount of $147,000. Funding is available in the amount of $147,000 in the FY 2025 Operating Budget in the account listed below.

| *Funds available as of October 14, 2024* | | | | | |
|---|---|---|---|---|---|
| ACCOUNT NUMBER | COST CENTER NAME (Program) | CHARACTER/ ACCOUNT NAME | AMENDED BUDGET (Character) | AVAILABLE BALANCE * (Character) | AMOUNT |
| *10-450-7403-536-60-6499* | Fiveash Maintenance | Capital Outlay/ Other Equipment | $200,000 | $200,000 | $147,000 |
| | | | | TOTAL AMOUNT ► | $147,000 |

**Strategic Connections**

This item is a *FY 2024 Commission Priority*, advancing the Infrastructure and Resilience initiative.

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Infrastructure and Resilience Focus Area, Goal 3: Be a sustainable and resilient community.

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready.

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- The Sanitary Sewer, Water, & Stormwater Element
- Goal 2: To develop and maintain an adequate wastewater collection and treatment system, which meets existing and projected needs of the City and adjacent users in the Central Wastewater Region.

**Attachments**

Exhibit 1 – Solicitation
Exhibit 2 – Bid Tabulation
Exhibit 3 – Agreement

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Prepared by: Glenn Marcos, Chief Procurement Officer, Finance
Cesar Alza, Water Facilities Manager, Public Works
Stefan Mohammed, Senior Procurement Specialist, Finance
Shamori Aldridge, Senior Administrative Assistant, Finance

Department Directors: Alan Dodd, P.E., Public Works
Linda Short, Finance

**SERVICE AGREEMENT FOR**
**SUBMERSIBLE MIXERS FOR WATER STORAGE TANKS**

THIS SERVICE AGREEMENT for Submersible Mixers for Water Storage Tanks ("Agreement"), made this 13th day of January 2024,5 is by and between the City of Fort Lauderdale, a Florida municipality ("City"), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and Odyssey Manufacturing Co., a Delaware corporation authorized to transact business in the State of Florida ("Contractor") whose address is 1484 Massaro Boulevard, Tampa, Florida 33619; Email: pallman@odysseymanufacturing.com; Phone: (813) 635-0339, (collectively, "Parties").

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, Contractor shall provide and install two (2) Submersible Water Storage Tanks Mixers for the City's Public Works Department, in (the "Work"), and the City and the Contractor covenant and agree as follows:

**WITNESSETH:**

## I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

(1) Invitation to Bid Event No. 347-3 – Submersible Mixer for Water Storage Tanks, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").

(2) The Contractor's response to the ITB, dated August 1, 2024, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

A. First, this Agreement dated 1/13/, 2024,5 and any attachments.
B. Second, Exhibit A.
C. Third, Exhibit B.

## II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The Parties agree that the scope of services is a

description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

## III. TERM OF AGREEMENT

The term of this Agreement shall commence on the issuance and receipt of the purchase order and the successful delivery and installation of the two (2) Submersible Water Storage Tanks Mixers shall be within 90 days. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

## IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

## V. METHOD OF BILLING AND PAYMENT

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

## VI. GENERAL CONDITIONS

### A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's representatives, employees, volunteers, elected and appointed officials, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

### B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material,

or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**C. Termination for Cause**

The City may terminate this Agreement for cause if the Contractor has not corrected the breach within ten (10) days after written notice from the City identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable, and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement

into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

## F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured

Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability
Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability
Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statutes.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.

b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.

c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.

d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims- made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.

g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.

h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

<u>The Certificate Holder should read as follows:</u>
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.
Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the Agreement work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

Coverage must be afforded in an amount not less than $2,000,000 per occurrence for any work performed on, over, under, adjacent to or within 50 feet of the railroad right-of-way.

Coverage may be provided in the form of an endorsement to the Commercial General Liability policy, or in the form of a separate policy covering Watercraft Liability or Protection and Indemnity for Bodily Injury and Property Damage.

## G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

## H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

## I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

## J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2023), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all

requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

## K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

## L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

## M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

## N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor 's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs,

occasioned by or arising out of any act or omission by any of Contractor 's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

## O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

## P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

## Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

## R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

## S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

## T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of $1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of $1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of $1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2023), as may be amended or revised.

## U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any

claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

## V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the City Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated authority to or otherwise authorized to execute same on their behalf.

## W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

## X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

## Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

## Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

## AA. Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized

Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List, or been placed on a list created pursuant to Section 215.473, Florida Statutes (2024), as may be amended or revised, relating to scrutinized active business operations in Iran, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised.

**BB. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2023), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 1 EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.

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 (2023), as may be amended or revised, 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 Agreement term and following

completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, 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 Agreement, 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 Agreement, 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.

## CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2023), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.

2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").

3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.

5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

## DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2023), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2023), as may be amended or revised, shall terminate the Agreement with the person or entity.

3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2023), as may be amended or revised, but that the Contractor otherwise complied with Section 448.095(2), Florida Statutes (2023), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2023), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2023), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section DD., including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2023), as may be amended or revised, to include all of the requirements of this Section DD. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2023), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2023), as may be amended or revised.

## EE. Notices

Whenever either party desires to give notice unto the other, it shall be given by written notice, sent certified by U.S. Mail, return receipt requested or via nationally recognized overnight or express delivery courier addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

| | |
|---|---|
| FOR CITY: | City Manager<br>City of Fort Lauderdale<br>101 NE 3rd Avenue, Suite 2100<br>Fort Lauderdale, Florida 33301 |
| WITH A COPY: | City Attorney<br>City of Fort Lauderdale<br>1 East Broward Boulevard, Suite 1320<br>Fort Lauderdale, Florida 33301 |
| FOR CONTRACTOR: | Patrick Allman<br>General Manager<br>1484 Nassaro Boulevard<br>Tampa, Florida 33619 |

## FF. Anti-Human Trafficking

As a condition precedent to the effectiveness of this Agreement, the CONSULTANT shall provide the City with an affidavit signed by an officer or a representative of the CONSULTANT under penalty of perjury attesting that the CONSULTANT does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2023), as may be amended or revised.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

**CITY**

CITY OF FORT LAUDERDALE, a Florida municipality

ATTEST:

David R. Soloman, City Clerk

By: _____
Susan Grant
Acting City Manager

Date: January 13, 2025

Approved as to Form and Correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
Rhonda Montoya Hasan
Senior Assistant City Attorney

CITY OF FORT LAUDERDALE
ESTABLISHED - MARCH 27, 1911
SEAL
BROWARD COUNTY, FLORIDA

**CONTRACTOR**

ODYSSEY MANUFACTURING CO., a Delaware corporation authorized to transact business in the State of Florida

By: _____
Patrick H. Allman, General Manager

WITNESSES

_____
Signature

Orin Brown
Print Name

_____
Signature

Richard Martin
Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF HILLSBOROUGH:

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 17th day of December, 2024, by **Patrick H. Allman**, as **General Manager**, for **Odyssey Manufacturing Co.**, a Florida corporation.

Tiffany A. Thaxton
Notary Public, State of Florida
(Signature of Notary Public)

TIFFANY A. THAXTON
MY COMMISSION # HH 450799
EXPIRES: October 3, 2027

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

TIFFANY A. THAXTON
MY COMMISSION # [illegible]
EXPIRES: October 6, 2017

EXHIBIT A

# Event # 347-3

**Name:** Submersible Mixer for Water Storage Tanks

**Description:** The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide two (2) Submersible Water Storage Tanks Mixers for the City's Public Works Department, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (IFB).

This IFB is for a one time purchase.

**Buyer:** MOHAMMED, STEFAN

**Status:** Pending Award

**Event Type:** IFB

**Currency:** USD

**Sealed Bid:** Yes

**Respond To All Lines:** Yes

**Q & A Allowed:** Yes

**Number Of Amendments:** 3

**Display Bid Tabulation:** Display When Event Closed For Bidding Or Canceled

## Event Dates

**Preview:**

**Q & A Open:** 07/31/2024 04:30:00 PM

**Open:** 07/31/2024 04:00:00 PM

**Q & A Close:** 08/26/2024 05:00:00 PM

**Close:** 08/27/2024 02:00:00 PM

**Dispute Close:**

## Questions

| Question | Response Type | Attachment |
|---|---|---|
| Did you complete the required forms? | Yes No Text | Event 347- Submersible Tank Mixer Questions.pdf |

## Meetings

| Meeting | Description | Location | Date | Required |
|---|---|---|---|---|
| Site Visit | Meeting to see tanks this is not mandatory | Five Ash Water Treatment Plant | 08/22/2024 10:00:00 AM | No |

## Attachments

| Name | Attachment |
|---|---|
| 1. General Conditions - Rev 08-2023.pdf | 1. General Conditions - Rev 08-2023.pdf |
| Event 347- Submersible Mixers for Water Storage Tanks.pdf | Event 347- Submersible Mixers for Water Storage Tanks.pdf |

## Contacts

| Name | Email Address |
|---|---|
| STEFAN MOHAMMED | smohammed@fortlauderdale.gov |

## Commodity Codes

| Commodity Code | Description |
|---|---|
| 490-19 | Density Gradient Equipment: Fractionators, Mixers, etc. |
| 750-59 | Mixers, Mobile, Concrete |
| 830-54 | Steel Tanks, For Chemical Storage |
| 926-91 | Tank Testing and Disposal Services, Storage (Including Under |
| 958-87 | Storage Tank Management Services |

## Line Details

### Line 1: Supply & Installation of Submersible Mixer for 7mg Storag Ta

**Description:** Supply &Installation of Submersible Mixer for 7mg Storage Tank

**Item:** SUBMERSIBLE MIXER FOR STORAGE TA Supply & Installation of Submersible Mixer for 7mg Storag Ta

**Long Item Description:** Supply & Installation of Submersible Mixer for 7mg Storage Tank

**Commodity Code:** 750-59 Mixers, Mobile, Concrete

## Event # 347-3: Submersible Mixer for Water Storage Tanks

**Quantity:** 1.0000 **Unit of Measure:** EA

**Requested Delivery Date:** 09/20/2024

**Require Response:** Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## Line 2: Supply & Installation of Submersible mixer for 5MG Storage T

**Description:** Supply &Installation of Submersible mixer for 5MG Storage Tank

**Item:** SUBMERSIBLE MIXER FOR STORAGE TA Supply & Installation of Submersible mixer for 5MG Storage T

**Long Item Description:** Supply & Installation of Submersible mixer for 5MG Storage Tank

**Commodity Code:** 750-59 Mixers, Mobile, Concrete

**Quantity:** 1.0000 **Unit of Measure:** EA

**Requested Delivery Date:** 09/20/2024

**Require Response:** Yes **Price Breaks Allowed:** No **Allow Alternate Responses:** No

**Add On Charges Allowed:** No

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor, Bidder, or Proposer, to provide two (2) Submersible Mixers for water storage tanks for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

### 1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed at (954) 828-5351or email at Smohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Contractors. Please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

### 1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

### 1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

## SECTION II - SPECIAL TERMS AND CONDITIONS

### 2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

### 2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### 2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

### 2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

### 2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

**2.6 Price Validity**

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**2.7 Invoices/Payment**

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

**2.8 Related Expenses/Travel Expenses**

All costs including travel are to be included in your bid. The City will not accept any additional costs.

**2.9 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

**2.10 Mistakes**

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

**2.11 Acceptance of Bids / Minor Irregularities**

**2.11.1** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

**2.11.2** The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

**2.12 Modification of Services**

**2.12.1** While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

**2.12.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the

estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.12.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

**2.12.4** If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

**2.13 Non-Exclusive Contract**

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.14 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website.

**2.15 Responsiveness**

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

**2.16 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

**2.17 Minimum Qualifications**

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

**2.17.1** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.17.2** Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

## 2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42, and Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office, located at 1 East Broward Boulevard, Suite 444, Fort Lauderdale, Florida 33301.

## 2.19 Local Business Preference

**2.19.1** Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

**2.19.2** Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

**a.** Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and

**b.** List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.19.3** Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

**2.19.4** The complete local business preference ordinance may be found on the City's web site: Click Here

**2.19.5 Definitions**

**a.** The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

**b.** The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

**c.** The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.

**d.** The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

## 2.20 Disadvantaged Business Enterprise Preference

**2.20.1** Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged

business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

**2.20.2** Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

**a.** Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and

**b.** List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri- County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

**2.20.3** Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

**2.20.4** The complete disadvantaged business preference ordinance may be found on the City's web site: Click Here

**2.20.5 Definitions**

**a.** The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

**b.** The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place

of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.

**c.** The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

**d.** The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

**2.21 Protest Procedure – N/A**

**2.21.1** Any Bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: Click Here

**2.21.2** The complete protest ordinance may be found on the city's web site at the following link: Click Here

**2.22 Public Entity Crimes**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2023), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2023), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

**2.23 Subcontractors**

**2.23.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.23.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

**2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

**2.24 Bid Security – N/A**

**2.25 Payment and Performance Bond – N/A**

**2.26 Insurance Requirements**

**2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability

and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

**2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

**2.26.3** The following insurance policies and coverages are required:

**Commercial General Liability**

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipality, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

**Business Automobile Liability**

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident.

If Contractor does not own vehicles, Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Workers' Compensation and Employer's Liability**

Coverage must be afforded per Chapter 440, Florida Statutes (2023). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Contractor waives, and Contractor shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act and the Jones Act, if applicable.

**2.26.4** Insurance Certificate Requirements

a. Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
b. Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Agreement term or any surviving obligation of Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
e. The Certificate of Insurance shall indicate whether coverage is provided under a claimsmade or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
f. The City shall be covered as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on Contractor's Workers' Compensation insurance policy.
h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:
City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale, FL 33316

**2.26.5** Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the application of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at Contractor's expense.

**2.26.6** If Contractor's primary insurance policy/policies do not meet the minimum requirements as set forth in this Agreement, Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

**2.26.7** Contractor's insurance coverage shall be primary insurance in respect to the City's interests, a Florida municipality, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be non-contributory.

**2.26.8** Any exclusion or provision in any insurance policy maintained by Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

**2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage may be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate of insurance should

any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

**2.26.10** Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

**2.26.11** It is Contractor's responsibility to ensure that any and all of Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Contractor. The City reserves the right to adjust insurance limits from time to time at its discretion with notice to Contractor.

**2.27 Insurance – Sub-Contractors**

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

**2.28 Insurance for Collection of Credit Card Payments – N/A**

**2.29 Award of Contract**

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.
This is a one-time purchase, a purchase order shall be issued to successful bidder after award by commission

AND

**IN THE EVENT OF ANY CONFLICT OR DISCREPANCY BETWEEN BID/PROPOSAL PRICE(S) SUBMITTED BY BIDDER/PROPOSER ELECTRONICALLY INTO THE CITY'S ON-LINE STRATEGIC SOURCING PLATFORM UNIT PRICE FIELD(S), ANY OTHER FORMS OR ATTACHMENTS (WHETHER PART OF THE CITY'S SOLICITATION DOCUMENTS OR DOCUMENTS CREATED AND UPLOADED BY THE BIDDER/PROPOSER), OR ANOTHER SECTION/FIELD OF THE SYSTEM, THE ONLINE UNIT PRICE(S) INPUTTED ELECTRONICALLY INTO THE SYSTEM BY BIDDER/PROPOSER SHALL GOVERN.**

**2.30 Damage to Public or Private Property**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**2.31 Safety**

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

**2.32 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

**2.32.1** The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

**2.32.2** The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

**2.32.3** No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

**2.32.4** The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period
in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

**2.33 Canadian Companies**

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

**2.34 News Releases/Publicity**

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

**2.35 Approved Equal or Alternative Product Bids**

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their bid to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

**2.36 Contract Period – N/A**
**2.37 Cost Adjustments – N/A**
**2.38 Service Test Period – N/A**
**2.39 Contract Coordinator – N/A**
**2.40 Contractor Performance Reviews and Ratings – N/A**
**2.41 Substitution of Personnel -N/A**
**2.42 Ownership of Work – N/A**
**2.43 Condition of Trade-In Equipment – N/A**
**2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A**

**2.45 Verification of Employment Status**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

**2.46 Service Organization Controls**

The Contactor should provide a current SSAE 18, SOC 2, Type I report with their bid. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of bid submittal, a current SOC 3 report will be accepted.

**2.47 Warranties of Usage**

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

**2.48 Rules and Submittals of Bids**

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

**2.49 Bid Tabulations/Intent to Award** Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: Click Here. Tabulations of receipt of those parties responding to a formal solicitation may be found at: Click Here. Any interested party may call the Procurement Services Division at 954828-5933, or email ProcurementSupport@fortlauderdale.gov, for more information.

**2.50 Public Records**

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (2023) ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of

Chapter 119.07 of the Florida Statutes (2023). Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**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 PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.**

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

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 (2023), as may be amended or revised, 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 this 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 this 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 this 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.

**2.51 PCI (Payment Card Industry) Compliance**

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

**SUBMERSIBLE MIXER**
**For 5 M G Tank**

**PART 1 – GENERAL**

1.1 SCOPE
A. This section covers submersible tank mixing systems up to 0.5 HP in size intended for continuous use while submersed in potable water storage tanks. Each mixer shall have the ability to function continuously on a year-round basis, regardless of drain and fill cycles. Each mixer shall consist of a water-filled submersible motor, an impeller and a non-submersible control center that houses all control electronics.

1.2 THE REQUIREMENT
A. CONTRACTOR shall furnish a Water Mixer with a Control Center and install submersible mixing system together with controls and accessories necessary for a complete and operable system.
B. UTILITY shall furnish electrical conduit with either 115VAC or 230VAC Single Phase voltage based on System configuration, a Safety disconnect switch and a 20 Amp non-GFCI circuit breaker up to the point of installation of the mixing system control center.
C. UTILITY shall also provide conduit from control center to tank penetration for submersible motor cable and penetration through tank for same cable.

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS
A. Comply with the applicable reference specifications as specified in the General Requirements
B. Occupational Safety and Health Administration, OSHA
C. NSF/ ANSI Standard 61
D. Underwriters Laboratories Inc., UL 508

1.4 CONTRACTOR SUBMITTALS
A. NSF Certification
1. Copies of the NSF-61 certified listing for all submersible mixer material being placed inside the tank and headspace, including the motor and power cable.
B. Installation, Operations, and Maintenance Manuals shall be obtained from the equipment manufacturer and submitted. The following sections shall be included:
1. General equipment specifications and data sheets
2. Installation, start-up, operation, and maintenance instructions
3. Factory-recommended maintenance schedule
4. Wiring diagrams specifying what electrical wiring needs to be done onsite during and prior to the installation, and by which responsible party
5. List of equipment or tooling necessary for diagnostics, troubleshooting, repair or general maintenance
C. Contractor obtain an FDEP permit for installing the mixer.

1.5 QUALITY ASSURANCE

A. Each mixing system shall be tested prior to deployment according to standard engineering practices at the factory testing facilities.

B. Complete mixing system is NSF/ANSI Standard 61 certified by NSF

1.6 WARRANTY

A. For the period beginning with shipment to Buyer and ending on the time periods listed below, the Product is warranted to be substantially free from defects in material and workmanship and to conform to Seller's specifications applicable to the Product –

1. Two (2) years on all supplied parts
2. One hundred twenty (120) days labor

**PART 2 – PRODUCTS**

2.1 PERFORMANCE

A. Mixing system shall completely mix reservoir according to the following minimum performance requirements. These requirements can be measured and validated after installation by operators with readily available tools such as temperature probes and total chlorine grab samplers.

1. Temperature Uniformity

For tanks up to 4,000,000 gallons in volume: All temperatures shall converge to within 0.50°C (0.9°F) within 24 hours after mixer is installed and activated.

2. Disinfectant Residual Uniformity

For tanks up to 4,000,000 gallons in volume: Disinfectant residual within top five feet of tank and bottom five feet of tank will converge to within 0.20 ppm within 24 hours after mixer is installed and activated. During continuous operation of the mixer, under normal disinfectant dosing parameters, disinfectant residual will converge to within 0.20 ppm at least once every 24 hours.

2.2 GENERAL

A. Mixing system consists of an impeller mounted on a submersible motor and supported approximately three feet in height from the tank floor in order for it to launch a jet of water from the bottom of the tank up toward the surface of the water. Mixer control and operation shall be independent of tank drain and fill cycles to ensure constant mixing. Wet-side of Mixer shall weigh less than 75 pounds (~34 kg) and dry-side shall weigh less than 56 pounds (~25 kg). Both wet-side and dry-side shall be able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed, and so that there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.

B. Mixing system active components shall be elevated at a minimum of 18 inches above tank floor to avoid disturbing accumulated tank sediment or entraining particles and causing accelerated wear of moving parts.

C. Mixers using submersible pump with slit or "water sheet" or horizontal motor mounting designs are not acceptable.

D. Mixer provider must have more than 1000 installation of similar equipment in potable water tank

E. Mixers shall have no oil-filled parts

F. All wet-side mixer components shall be certified by NSF to the NSF/ANSI Standard 61

G Dry-side mixer components shall include sine filter to prolong motor life and reduce noise level.

H. Power source for mixer shall be 115VAC or 230VAC single phase grid power to allow unit to continue 24/7 operation where necessary.
I. No maintenance required on the wet-side components in typical potable water application
J. No passive mixing system allowed.

**SUBMERSIBLE MIXER**
For 7 MG Tank
**PART 1 – GENERAL**

1.1 SCOPE
A. This section covers submersible tank mixing systems up to 1.0 HP in size intended for continuous use while submersed in potable water storage tanks. Each mixer shall have the ability to function continuously on a year-round basis, regardless of drain and fill cycles. Each mixer shall consist of a water-filled submersible motor, an impeller and a non-submersible control center that houses all control electronics.

1.2 THE REQUIREMENT
A. CONTRACTOR shall furnish a Water Mixer with a Control Center and install submersible mixing system together with controls and accessories necessary for a complete and operable system.
B. UTILITY shall furnish electrical conduit with 230VAC single phase voltage based on system configuration and a 20 Amp non-GFCI circuit breaker up to the point of installation of the mixing system control center.
C. UTILITY shall also provide conduit from control center to tank penetration for submersible motor cable and penetration through tank for same cable.

1.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS
A. Comply with the applicable reference specifications as specified in the General Requirements
B. Occupational Safety and Health Administration, OSHA
C. NSF/ ANSI Standard 61
D. Underwriters Laboratories Inc., UL 508

1.4 CONTRACTOR SUBMITTALS
B. NSF Certification
1. Copies of the NSF-61 certified listing for all submersible mixer material being placed inside the tank and headspace, including the motor and power cable.
C. Installation, Operations, and Maintenance Manuals shall be obtained from the equipment manufacturer and submitted. The following sections shall be included:
6. General equipment specifications and data sheets
7. Installation, start-up, operation, and maintenance instructions
8. Factory-recommended maintenance schedule
9. Wiring diagrams specifying what electrical wiring needs to be done onsite during and prior to the installation, and by which responsible party
10. List of equipment or tooling necessary for diagnostics, troubleshooting, repair or general maintenance
D. Contractor obtain an FDEP permit for installing the mixer.

1.5 QUALITY ASSURANCE

A. Each mixing system shall be tested prior to deployment according to the manufacturer's standard factory testing practices at the factory testing facilities.
B. Complete mixing system is NSF/ANSI Standard 61 certified.

1.7 WARRANTY
A. For the period beginning with installation or 3 months after shipment to Buyer, whichever is earlier and ending 60 months thereafter, the mixer, including its associated controller, is warranted to be free from defects in material and workmanship and to conform to Seller's specification applicable to the product –

**PART 2 – PRODUCTS**

2.1 PERFORMANCE
A. Mixing system shall completely mix reservoir according to the following minimum performance requirements. These requirements can be measured and validated after installation by operators with readily available tools such as temperature probes and total chlorine grab samplers.
1. Temperature Uniformity
For tanks up to 8,000,000 gallons in volume: All temperatures shall converge to within 0.50°C (0.9°F) within 24 hours after mixer is installed and activated.
2. Disinfectant Residual Uniformity
For tanks up to 8,000,000 gallons in volume: Disinfectant residual within top five feet of tank and bottom five feet of tank will converge to within 0.20 ppm within 24 hours after mixer is installed and activated. During continuous operation of the mixer, under normal disinfectant dosing parameters, disinfectant residual will converge to within 0.20 ppm at least once every 24 hours.

2.2 GENERAL
A. Mixing system consists of an impeller mounted on a submersible motor and supported approximately three feet in height from the tank floor in order for it to launch a jet of water from the bottom of the tank up toward the surface of the water. Mixer control and operation shall be independent of tank drain and fill cycles to ensure constant mixing. Wet-side of Mixer shall weigh less than 75 pounds (~34 kg) and dry-side shall weigh less than 56 pounds (~25 kg). Both wet-side and dry-side shall be able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed, and so that there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.
B. Mixing system active components shall be elevated at a minimum of 18 inches above tank floor to avoid disturbing accumulated tank sediment or entraining particles and causing accelerated wear of moving parts.
C. Mixers using submersible pump with slit or "water sheet" or horizontal motor mounting designs are not acceptable.
D. Mixer provider must have more than 1000 installation of similar equipment in potable water tanks or reservoirs.
E. Mixers shall have no oil-filled parts
F. All wet-side mixer components shall be certified to the NSF/ANSI Standard 61
G. Dry-side mixer components shall include sine filter to prolong motor life and reduce noise level.
H. Power source for mixer shall be 230VAC single phase grid power to allow unit to continue 24/7 operation where necessary.
I. No regular, periodic maintenance required on the wet-side components in typical potable water application
J. No passive mixing system allowed.

2.3 CONSTRUCTION

A. Components – wet-side: shall be NSF/ANSI Standard 61 certified.

Equipment entering tank shall not adhere to, scratch or otherwise cause damage to internal tank coating or put undue stress on the materials of the tank construction. Equipment shall fit through a standard hatch of size 12-inch x 12-inch or larger. CONTRACTOR shall puncture the hatch-way to allow motor cable entry into the tank for ease of installation and protection against freezing/ice damage.

Each submersible mixer shall consist of the following components, regardless of the power source selected:

3. Impeller
2. Motor
3. Mounting

B. Components – dry-side: Each 230VAC control center shall consist of the following components:

1. Enclosure
2. Motor Controller/VFD

Rated to 1.0 HP

3. Branch Circuit Protection

Panel equipped with a 230VAC 20-Amp main breaker

4. Sine Filter

2.4 CONTROLS

A. Each unit shall be equipped with all necessary controls, inter-wired, to provide the following minimum functions:

1. On/Off switch to control power to mixer.
2. Automatically activated motor shut-off if water level drops below motor height in tank.
3. Sine filter
4. Any other controls shown on electrical and instrumentation drawings.

**PART 3 – EXECUTION**

3.1 INSTALLATION

A. The CONTRACTOR shall furnish services of a factory-trained installation contractor or crew having experience with installation procedures and operation and maintenance requirements for the type of equipment installed under these specifications. Mixer must be able to be installed through a 12"x12" hatch. Mixer must be able to be installed without draining tank or taking tank out of service. Wet-side of Mixer shall weigh less than 75 pounds (~34 kg) and dry-side shall weigh less than 55 pounds (~25 kg). Both wet-side and dry-side shall able to be hoisted, installed, and/or removed by on-site personnel without additional equipment needed, and so that there is no crush hazard or entanglement hazard present, and so that weight of mixer on tank floor does not cause damage to interior coating.

B. Tank penetration is recommended to be above tank water line, typically through the hatch sidewall.

1. Fitting will prevent moisture intrusion into tank and ideally be horizontally oriented.
2. Fitting shall be 1" diameter fitting to allow cable to pass through.
3. Strain relief for power cable shall be part of the contractor-supplied fitting for tanks more than 30' in depth.
4. For tanks more than 70' in depth, or at customer's discretion, a water-tight penetration may be installed under the water-line.

C. Installation of the in-tank ("wet-side") components may only be performed by a Contractor with all of the following qualifications:

1. Factory-trained Contractor with a GC license, according to the manual provided.
2. Factory-trained Contractor shall be headquartered in Florida.
3. Factory-trained Contractor shall have offices within 50 miles of the Utility to facilitate local support.

D. Installation of the outside-of-tank ("dry-side") components may only be performed by a Contractor with all of the following qualifications:

4. Factory-trained Contractor with a GC license, according to the manual provided.
5. Factory-trained Contractor shall be headquartered in Florida.
6. Factory-trained Contractor shall have offices within 50 miles of the Utility to facilitate local support.

E. The mixer and control center shall be installed in accordance with approved procedures submitted and Manufacturer's instructions supplied, unless otherwise approved in writing from the Manufacturer.

3.2 TRAINING

A. CONTRACTOR shall collaborate with staff (or their representatives) to instruct designated UTILITY personnel in the safe and proper operation of the Water Mixer. This training will reference the operations manual provided with equipment and show how to check for proper functioning of the equipment.

*END OF SECTION*

EXHIBIT B

# FIRM PROPOSAL

## PAX PWM400 and PWM500 MIXER

## FORT LAUDERDALE FL - 5MG & 7MG FIVEASH TANK
(ITB EVENT #347)

**Odyssey Manufacturing Co.**
Prepared on: August 1, 2024

SALES REPRESENTATIVE:
Odyssey Manufacturing
Pavol Plecenik
Cell: (954) 632-4090
Email: pplecenik@odysseymanufacturing.com

ODYSSEY
MANUFACTURING CO.

Cesar A. Alza
Regional Water Facilities Manager
Fort Lauderdale Public Works Department
Fiveash Water Treatment Plant
949 N.W. 38th Street
Fort Lauderdale, FL 33309
954-828-7865
cesara@fortlauderdale.gov

Re: PAX PWM400 Mixer and PWM500 Mixer for Fort Lauderdale FL - 5MG & 7MG Fiveash Tanks

Dear Cesar,

Thank you for your interest in Odyssey Manufacturing – representing PAX Water Technologies, Inc., a UGSI Solutions company. We are pleased to provide a Firm Proposal for a PAX PWM400 mixer and a PWM500 mixer for Fort Lauderdale FL - 5MG and 7MG Fiveash tanks to improve the water quality, disinfection, and safety at this location. As part of our offering, the PAX product will be delivered complete and installed with all needed control accessories to provide a continuous reliable mixing operation. This product will improve the quality of the stored water by keeping the tank volume blended, which eliminates thermal and chemical stratification.

## Background Information

City of Fort Lauderdale Fiveash WTP produces 40 million gallons of water per day for the local residents. They manage 3 storage tanks ... 7 MG, 5 MG, and another 5 MG. The PL Dixie plant is newer and already has provisions to keep the water circulating in its tank. Operation concerns and residual data shows that mixing the Fiveash tank and North Town tank is necessary. The Fiveash tank is located at 949 N.W. 38th Street. The tank is steel and is filled with one main and emptied using a second main. There is already a chloramine feed system upstream at this plant dosing into the clearwell after filtration. The existing chloramine management is currently manual. At times, there are concerns of water stratification under the Florida sun, which compromise the chlorine residual concentration. Odyssey Manufacturing proposes to install the PAX PWM400 mixer through the existing hatch and the same with the PWM500 at the 7MG tank. Wiring will be accommodated through the same hatch. Tank wall penetration will be avoided and instead, conduit will be installed adjacent to the existing ladder and will be

attached via ladder attachment brackets (or magnetic attachments). The Control Center will be installed about 90 feet away from the tank ladder - in an unused containment area. This area was previously used for a polymer/hypo pilot study to reduce color in the produced water. This area will serve great for mounting of the Control Center and will also provide power to the Control Centers and the mixers. Two phase 240 VAC is already available in this area. A small stainless hood (roof) will be mounted just above, to protect the Control Center from exposure to the Sun and rain. Similar installation is strongly recommended for the North Town GST where residual problems are more pronounced.

Our Proposal is based on the following design criteria:

**Design Criteria 5MG tank:**

| | |
|---|---|
| Maximum Capacity, gal | 5,000,000 |
| Tank Diameter, ft | 160 |
| Reservoir Liquid Level (maximum), ft | 33 |
| Tank Geometry | Circular, Above Ground |

**Design Criteria 7MG tank:**

| | |
|---|---|
| Maximum Capacity, gal | 7,000,000 |
| Tank Diameter, ft | 200 |
| Reservoir Liquid Level (maximum), ft | 30 |
| Tank Geometry | Circular, Above Ground |

The PAX PWM400 & PWM500 mixer is a submersible active mixing system for potable water storage tanks and reservoirs. When operated correctly, the PAX mixers can rapidly eliminate thermal stratification, decrease ice formation, rapidly blend and distribute doses of residual disinfectant, and maintain uniform chemical and temperature conditions. Under some conditions, the mixing action can also reduce the rate of residual disinfectant loss and lower volatile disinfection byproduct levels inside the tank when used as part of an in-tank aeration system.

Installation of the PAX mixers can be done without dewatering the tank. The installation is typically performed while the tank is full by lowering the mixer into the tank access hatch using a stainless-steel chain / built-in power cord.

Equipment start-up is performed by Odyssey Manufacturing and may be supplemented by a PAX representative. PAX will provide installation a start-up checklist form. This proposal is a Turn-Key offering that includes engineering, design, Permitting, delivery and installation by Odyssey Manufacturing in collaboration with UGSI Solutions Inc.

A detailed scope of work and price for the complete system is listed in Section 1 of this Proposal. Section 3 includes Pax standard Terms and Conditions. All pricing is based on the scope of work described in Section 1 and the standard Odyssey and Pax Terms & Conditions.

The PAX line of water mixers offers many advantages, including:

- Eliminates thermal stratification, short-circuiting and "dead zones"
- Eliminates chemical stratification and residual loss
- Lowers surface water temperature and combats biofilm growth
- Reduces variability in water taste and odor
- Reduces nitrification risk in chloraminated water systems
- Lowers rate of disinfection by-product (DBP) formation
- Delivered and installed quickly, with minimal construction and installation cost
- Proven track record supported by years of successful operational experience

Please see the attached proposal. We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact me at (954) 632-4090.

Thank you.

Sincerely,

Pavol Plecenik
Technologies Manager

**ODYSSEY MANUFACTURING CO.**
1484 Massaro Boulevard
Tampa, Florida 33619

Cellular/Voicemail: (954) 632-4090
Business: (800) ODYSSEY
www.odysseymanufacturing.com

MANUFACTURERS OF **ULTRA CHLOR**

cc:
Pat Allman, GM, Odyssey Manufacturing Co.
Pete Kyrkos, SE Regional Sales Manager, UGSI Solutions, Inc.

## ABOUT ODYSSEY MANUFACTURING COMPANY

Odyssey Manufacturing Co. is the largest industrial manufacturer of sodium hypochlorite in the State of Florida. Additionally, we are the distributor for the PAX, Tank Shark, and MicrOclor OSHG systems in the State of Florida for PSI. Finally, we are a licensed general and plumbing contractor who specializes in chemical system design, permitting, equipment supply and installation and service work. We have designed, permitted and installed over 2,500 "turn-key" chemical systems in the State of Florida. In your area, we have installed hypochlorite and ammonia chemical systems for the two Booster Systems for the City of Coconut Creek, one sodium hypochlorite system for the Village of Wellington, two sodium hypochlorite systems for Palm Beach County and OSHG systems for the two Booster Station for the City of Boca Raton. We have installed bleach, ammonia and Tank Shark systems for the two Booster Stations for the Town of Longboat Key and the Booster Station for the City of Punta Gorda. We installed most of the chemical systems at the City of West Palm Beach WTP and for their IBIS Booster Station. We have also installed three hypochlorite systems for Broward County and one ammonia system, one acid and one caustic system for the Town of Davie, one sodium hypochlorite system for the City of Delray Beach and one ammonia and two hypochlorite systems for Ferncrest Utilities in Davie.

Thanks for your consideration. We look forward to working with you on this project. If we can be of any further assistance, please do not hesitate to contact me, Pavol Plecenik at 954-632-4090 or Pete Kyrkos at 614-477-7329.

Sincerely,

Pavol Plecenik
Technologies Manager
ODYSSEY MANUFACTURING CO.
1484 Massaro Boulevard
Tampa, Florida 33619
Cellular/Voicemail: (954) 632-4090
Business: (800) ODYSSEY

## SCOPE OF SUPPLY
## PAX PWM400 and PWM500 MIXERS

**PART A**. Scope of Supply by PAX
**PART B**. Scope of Work by Odyssey
**PART C**. Scope of Work by Others
**PART D**. Delivery
**PART E**. Warranty

## A. SCOPE OF SUPPLY BY PAX WORK BY ODYSSEY MANUFACTURING

The following equipment and services are included in our scope of work. All equipment will be manufactured in accordance with Pax standard equipment.

| No. | Item Description | Qty. |
|---|---|---|
| 1. | **PWM400 Mixer Wet Assembly**, including:<br>• Stainless steel 316 impeller designed to mix up to 9 million gallons of water<br>• Passivated to minimize corrosion<br>• The ability to function continuously regardless of tank cycles<br>• 230V three phase ½ horsepower water-cooled motor | 1 |
| 2. | **Control Center Dry Assembly with SCADA Compatibility**, including:<br>**Nema 3R Enclosure**:<br>• Lockable and weather resistant<br>• Overall weight of control center 50 lbs.<br>• Green and Red LED Indicator lights to display motor status<br>**Motor Controller/VFD**:<br>• 230VAC single phase, rated to ½ HP<br>• Operating temperature range -4 °F to 129 °F (-20 °C to 54 °C)<br>• Manual speed control<br>• Thermal shut-off protection built-in<br>• Current overload protection built-in<br>• 300mA trip level GFCI<br>**SCADA outputs included**:<br>• Digital Output signal indicating motor running<br>• Digital Output signal indicating fault<br>• Digital Input/Output signal for remote motor on/off<br>• RS-485 or Dry Contact connections | 1 |
| 3. | **Cable 130 ft.**, including:<br>• Flat-jacketed 4 conductor<br>• Molded 3 wire pump plug | 1 |
| 4. | **Tripod Assembly, PWM400, including:**<br>• Stainless steel 316 legs<br>• Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor<br>• Stainless Steel Knobs for Tool-less installation | |
| 5. | **Long Bail Handle & Chain**<br>• Stainless steel 316 handle to deploy mixer in full tanks | 1 |
| 6. | **PWM500 Mixer Wet Assembly**, including:<br>• Stainless steel 316 impeller designed to mix up to 15 million gallons of water<br>• Passivated to minimize corrosion<br>• The ability to function continuously regardless of tank cycles<br>• Fittings box | 1 |

- 230V three phase 1 horsepower water-cooled motor powered by the PAX Control Center

7. **Control Center Dry Assembly with SCADA Compatibility**, including: 1
   - **NEMA 4 Enclosure**:
     - Lockable and weather resistant
     - Overall weight of control center 55 lbs.
     - Operating temperature range -4 °F to 129 °F (-20 °C to 55 °C)
     - Green and Red LED Indicator lights to display motor status
     - White LED Indicator light to display power
     - Cooling fan
   - **Motor Controller/VFD:**
     - Allen Bradley
     - 115VAC single phase, rated to 1.0 HP
     - HOA Switches
     - Manual speed control
     - Thermal shut-off protection built-in
     - Current overload protection built-in
     - 300mA trip level GFCI
     - Sine filter
     - Branch-circuit protection
   - **SCADA outputs included:**
     - Digital Output signal indicating motor running
     - Digital Output signal indicating fault
     - Digital Input/Output signal for remote motor on/off
     - RS-485 or Dry Contact connections
     - 4-20mA signal

8. **Cable 130 ft.**, including: 1
   - Flat-jacketed 4 conductor

9. **Tripod Assembly, PWM500,** including: 1
   - Stainless steel 316 legs
   - Chlorine/chloramine resistant rubber foot pad to avoid scratching tank floor
   - Stainless steel knobs for tool-less installation

10. **Long Bail Handle & Chain**, including: 1
    - Stainless steel 316 handle to deploy mixer in full tanks

11. **Tank Penetration Accessory,** including: 1
    - Stainless steel strain relief for 4 wire flat-jacketed cable

12. **Design Submittal and Operation & Maintenance Manual** (as follows) Included
    - Submittals: Qty: One (1) Sent Electronically
    - O&M Manual: Qty: One (1) Sent Electronically

13. **Manufacturer's Field Services (2 Day at the Jobsite)** Included
    - Installation Inspection
    - System Start-Up
    - Operator Training

14. **FCA Factory, Richmond, CA with Full Freight Allowed** Included
To Jobsite: Fort Lauderdale, FL

**B. SCOPE OF WORK BY ODYSSEY MANUFACTURING** Included

15. **Services Provided (Hereunder) By Odyssey**
    - Equipment delivery, unloading, installation, and startup
    - All required interconnecting conduit, strut, and wiring.
    - Electrical power to Pax Mixers (230V/1Ph/60Hz for 20A)
    - All Control and Electrical Wiring to the Control Center
    - Control Function Programming
    - Anchors / Mounting brackets
    - Control Center Hood (roof)
    - Mobilization
    - Administration
    - Insurance
    - Commissioning
    - FDEP notification (*FDEP permit is typically not required ... if FDEP requires a permit, the FDEP cost of the permitting is $3,500)* ... This would be an additional cost to the fixed price below.

**TURN-KEY PRICE [ITEMS 1-15]** **$147,000.00**

**C. SCOPE OF WORK BY OTHERS**

- All civil works and concrete pad for equipment. (existing concrete pad / containment area adjacent to tank can be utilized for the Control Center mounting)
- SCADA programming (typically not required, re-programming SCADA screens is typically done by existing Utility SCADA contractor).
- All taxes, fees, lien waivers, bonds and licenses.
- Any items not explicitly listed under Scope of Work above.

**D. DELIVERY**

- Submittals: 4 weeks after receipt of mutually agreed order
- Equipment Shipment: 4 weeks after approval of submittals

**E. WARRANTY**

Odyssey Manufacturing will warrant the installation and labor in this offering for 2 years. Furthermore, Odyssey will pass through the warranty of the Pax equipment as set forth in Pax standard warranty. Warranty Period for the PAX PWM400 and PWM500 mixer will be 60 months.

## NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

> 3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).
>
> 3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

| NAME | RELATIONSHIPS |
|---|---|
| | |
| | |
| | |
| | |

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

Authorized Signature

GENERAL MANAGER
Title

PATRICK ALLMAN
Name (Printed)

8/7/24
Date

*Rev 09-2022*

**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding $100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

(i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.

(ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

PATRICK ALLMAN, GM

Print Name and Title

8/7/24

Date

## CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

✓ Visa

ODYSSEY MANUFACTURING COMPANY
Company Name

PATRICK ALLMAN
Name (Printed)

Signature

GENERAL MANAGER
Title

8/7/24
Date

## E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: ITB Event #347

Project Description:

Submersible Mixers for Water Storage Tanks

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,

B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: ODYSSEY MANUFACTURING COMPANY

Authorized Company Person's Signature: PATRICK ALLMAN

Authorized Company Person's Title: GENERAL MANAGER

Date: 8/7/24

## REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: PLEASE SEE ATTACHED
Address:
Contact Person:
Title:
Phone #:
Email:
Contract Value:
Year(s):
Description:

Company Name: PLEASE SEE ATTACHED
Address:
Contact Person:
Title:
Phone #:
Email:
Contract Value:
Year(s):
Description:

Company Name: PLEASE SEE ATTACHED
Address:
Contact Person:
Title:
Phone #:
Email:
Contract Value:
Year(s):
Description:

**REFERENCES**

Mixer Tank Jobs/Projects

**Project Name:** City of Punta Gorda Burnt Store Elevated Water Tank Chemical Upgrade (Residual Control System installation)
**Reference Name/Title:** Brian Fuller/WTP Superintendent
**Reference Phone:** 941/ 628-4504
**Reference Email:** BFuller@cityofpuntagordafl.com
**Project Manager/Lead:** Pavol Plecenik
**Project Start Date:** 7/11/2017
**Project Completion Date:** 8/22/2018
**Total Project Value:** $173,000
**Project Scope/Description:**
Installation of Ammonium sulfate and sodium hypochlorite systems along with elevated storage tank mixing system and a control system to feed chemicals. Odyssey Manufacturing Company was the Turnkey provider, providing all aspects ...starting with site walk & field verification, scoping & estimating the project, design, contract negotiations, permitting, equipment supply and delivery (RCS - MonoClor® / (TankShark) Equipment Manufacturer was UGSI). Completion date was affected significantly due to Osprey's having an active nest on top of the elevated storage tank. These are federally-protected birds and work around the active nest is prohibited.

**Project Name:** City of Coconut Creek Hillsboro Booster Station Disinfection Improvements (Residual Control System installation)
**Reference Name/Title:** Robert McDonald CGC/Project Manager
**Reference Phone:** 954-565-5088
**Reference Email:** RMcDonald@coconutcreek.net
**Project Manager/Lead:** Pavol Plecenik
**Project Start Date:** 10/25/2018
**Project Completion Date:** 8/1/2019
**Total Project Value:** $160,820
**Project Scope/Description:**
The purpose of this project was to install a ground storage tank mixing system and to automate the existing disinfection chemical feed systems by utilizing Residual Control System (RCS) at the Hillsboro Booster Station to provide optimum water quality to its end users. Odyssey Manufacturing Company was the Turnkey provider, providing all aspects ...starting with site walk & field verification, scoping & estimating the project, design, contract negotiations, permitting, equipment supply and delivery (RCS - MonoClor®/ (TankShark) Equipment Manufacturer was UGSI). Odyssey completed all plumbing and electrical, as well as startup, training, aftermarket services, and support.

**Project Name:** Pasco County - 7 PAX Mixers
**Reference Name/Title:** Jim Kaplan/Water Operations Supervisor
**Reference Phone:** 727-834-3255
**Reference Email:** jkaplan@pascocountyfl.net
**Project Manager/Lead:** Pavol Plecenik
**Project Start Date:** 8/9/2019
**Project Completion Date:** 9/24/2019
**Total Project Value:** $427,670

**Project Scope/Description:**
Designed and installed seven (7) PAX mixers of various sizes for different application needs at various ground storage water tanks throughout Pasco County's Water Treatment plants. Odyssey Manufacturing Company was the lead and turnkey provider, providing all aspects ...starting with site walk & field verification, scoping & estimating the project, design, contract negotiations, permitting, equipment supply and delivery (PAX Mixers). Odyssey completed all plumbing and electrical, and completed the startup.

**Project Name:** JEA – Bartram Park - TRS /THM Removal System
**Reference Name/Title:** Shaughnessy, Joseph (904-759-9334)/Operator
James Barkoskie (904-759-9334)/Water Operations Team Leader
**Reference Email:** shaujm@jea.com
**Project Manager/Lead:** Pavol Plecenik
**Project Start Date:** 3/13/2019
**Project Completion Date:** 1/6/2021
**Total Project Value:** $572,312
**Project Scope/Description:**
Designed and installed a TRS/THM removal system at JEA Bartram Park Water Plant for their GST. This system used a PAX mixer combined with aerators and a ventilation system in the head space of the ground storage tank. Odyssey Manufacturing Company was the lead and turnkey provider, providing all aspects ...starting with site walk & field verification, scoping & estimating the project, design, contract negotiations, permitting, equipment supply and delivery (PAX Mixers). Odyssey completed installation of all equipment, all plumbing, all electrical, and did startup.

**Project Name:** City of Coconut Creek Hilton Booster Station Disinfection Improvements (Residual Control System installation)
**Reference Name/Title:** Robert McDonald CGC/Project Manager
**Reference Phone:** 954-565-5088
**Reference Email:** RMcDonald@coconutcreek.net
**Project Manager/Lead:** Pavol Plecenik
**Project Start Date:** 11/15/2021
**Project Completion Date:** 6/15/2022
**Total Project Value:** $228,140
**Project Scope/Description:**
The purpose of this project was to install a ground storage tank mixing system and to automate the existing disinfection chemical feed systems by utilizing Residual Control System (RCS) at the Hilton Road Booster Station to provide optimum water quality to its end users. Odyssey Manufacturing Company was the Turnkey provider, providing all aspects ...starting with site walk & field verification, scoping & estimating the project, design, contract negotiations, permitting, equipment supply and delivery (RCS - MonoClor®/ (TankShark) Equipment Manufacturer was UGSI). Odyssey completed all plumbing and electrical, as well as pump replacement, startup, training, aftermarket services, and support.

## CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration) ODYSSEY MANUFACTURING COMPANY EIN (Optional): _____

Address: 1484 MASSARO BLVD

City: TAMPA State: FL Zip: 33619

Telephone No.: 813-635-0339 FAX No.: _____ Email: PALLMAN@ODYSSEYMANUFACTURING.COM

Delivery: Calendar days after receipt of Purchase Order **(section 1.02 of General Conditions)**: _____

Total Bid Discount **(section 1.05 of General Conditions)**: _____

Check box if your firm qualifies for DBE **(section 1.09 of General Conditions)**: ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued |
|---|---|---|---|---|---|---|---|
| N/A | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

PATRICK ALLMAN
Name (printed)

Signature

8/7/24
Date

GENERAL MANAGER
Title

ODYSSEY
MANUFACTURING CO.

April 1, 2024

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & 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; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for 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 September 21, 2023, 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 1st day of April, 2024.

CORPORATE SEAL

Stephen Sidelko, Secretary

Marvin T. Rakes, President

MANUFACTURERS OF ULTRA CHLOR THE CLEAR SOLUTION (800) ODYSSEY www.odysseymanufacturing.com
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

# State of Florida
## Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 9, 2024, and that its status is active.

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

*Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Thirtieth day of July, 2024*

*Secretary of State*

**Tracking Number: 1421910723CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

2023 - 2024 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT **EXPIRES SEPTEMBER 30, 2024**

| ACCOUNT NO. |
|---|
| 215900 |
| RENEWAL |

OCC. CODE
190.000038 CLEANING PRODUCTS MANUFACTURER 40 Employees

| | |
|---|---|
| Receipt Fee | 120.00 |
| Hazardous Waste Surcharge | 40.00 |
| Law Library Fee | 0.00 |

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

# 2023 - 2024

NAME ODYSSEY MANUFACTURING CO
MAILING ADDRESS 1484 MASSARO BOULEVARD
TAMPA, FL 336190000

Paid 22-634-008619
07/24/2023 160.00

# BUSINESS TAX RECEIPT

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

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

2024 - 2025 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2025

ACCOUNT NO. 215900

RENEWAL

OCC. CODE

190.000038 CLEANING PRODUCTS MANUFACTURER

40 Employees

| | |
|---|---|
| Receipt Fee | 120.00 |
| Hazardous Waste Surcharge | 40.00 |
| Law Library Fee | 0.00 |

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2024 - 2025

NAME ODYSSEY MANUFACTURING CO
MAILING ADDRESS 1484 MASSARO BOULEVARD
TAMPA, FL 336190000

Paid 23-0-531336
07/05/2024 160.00

# BUSINESS TAX RECEIPT

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

NANCY C MILLAN, TAX COLLECTOR
813-635-5200
THIS BECOMES A TAX RECEIPT WHEN VALIDATED.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Odyssey Manufacturing Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
1484 Massaro Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa , FL 33619

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

or

**Employer identification number**
6 5 - 0 8 4 6 3 4 5

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ▶ Date ▶ 1/24/2024

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/20/2024

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
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

License#: 2081754
ODYSMAN-02

CONTACT NAME: Michele Crifasi
PHONE (A/C, No, Ext): 863-688-5495 FAX (A/C, No): 863-688-4344
E-MAIL ADDRESS: MCrifasi@higginbotham.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Illinois Union Insurance Company | 27960 |
| INSURER B : Zenith Insurance Company | 13269 |
| INSURER C : ACE American Insurance Company | 22667 |
| INSURER D : Hamilton Insurance Designated Activity Company | 0 |
| INSURER E : Axis Surplus Insurance Company | 26620 |
| INSURER F : | |

INSURED
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

**COVERAGES** **CERTIFICATE NUMBER:** 2144234804 **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 | X COMMERCIAL GENERAL LIABILITY | Y | Y | G24092975016 | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | X Contractual | | | | | | MED EXP (Any one person) | $ 10,000 |
| | X xcu | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | Y | Y | H08450377016 | 10/1/2024 | 10/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X Hired PD | | | | | | PIP-Basic | $ 10,000 |
| A | X UMBRELLA LIAB X OCCUR | Y | Y | G24092987016 | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE | $ 5,000,000 |
| D | X EXCESS LIAB CLAIMS-MADE | | | ENVXSHI279494-02 | 10/1/2024 | 10/1/2025 | AGGREGATE | $ 5,000,000 |
| E | DED RETENTION $ | | | P-001-001431932-01 | 10/1/2024 | 10/1/2025 | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | Z066828621 | 1/1/2025 | 1/1/2026 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) | 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 | Pollution Liability ($5k Ded)<br>Professional Liability ($25k Ded) | | | G24092999016 | 10/1/2024 | 10/1/2025 | Each Poll Condition A<br>Ea Prof Occurrence Ag<br>Retro Date 10/1/2009 | $1,000,000<br>$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Umbrella/Excess Liability Limit $5,000,000 and all follows form: (Umbrella/Excess covers the General Liab, Auto Liab, Workers Compensation and Pollution/Professional policies) [Carrier A: Illinois Union Insurance Company, Policy #G24092987016, Eff 10/1/2024 to 10/1/2025 - Limit $2,000,000. Carrier D: Hamilton Insurance DAC - Policy# ENVXSHI279494-02, Eff 10-1-2024 to 10-1-25, Excess excluding Auto $3,000,000, Carrier E: Axis Surplus Insurance Co., Policy# P-001-001431932-01, Eff 10-1-2024 to 10-1-2025, Excess over Auto only $3,000,000.]
Stephen Sidelko - Secretary - Excluded under Workers Compensation
RE: Project - Purchase & Installation of Two Submersible Mixers (Bid# 24-0932)
City of Fort Lauderdale, a Florida Municipality, its officials, employees and volunteers are additional insureds with respect to the General, Auto & Umbrella liability policies when required by a written contract, these coverages also apply on a primary & non-contributory basis. A Waiver of subrogation applies on the See Attached...

**CERTIFICATE HOLDER**

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale FL 33316

**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

AGENCY CUSTOMER ID: ODYSMAN-02

LOC #:

# ACORD® ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Higginbotham Insurance Agency, Inc. | | Odyssey Manufacturing Co.<br>1484 Massaro Blvd<br>Tampa FL 33619 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General, Auto, Umbrella & Workers Compensation policies when required by a written contract. 30-day notice of cancellation is provided with a 10-day notice for non-payment.

# AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
|---|---|---|---|
| Policy Symbol<br>CAL | Policy Number<br>H08450377016 | Policy Period<br>**10/01/2024 to 10/01/2025** | Effective Date of Endorsement<br>**10/01/2024** |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**
**MOTOR CARRIER COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED** is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.

2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.

3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
|---|---|---|---|
| Policy Symbol<br>CAL | Policy Number<br>H08450377016 | Policy Period<br>10/01/2024 to 10/01/2025 | Effective Date of Endorsement<br>10/01/2024 |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**
**MOTOR CARRIERS COVERAGE FORM**
**AUTO DEALERS COVERAGE FORM**

**We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.**

**SCHEDULE**

**Any person or organization, for whom you are required in a written contract or agreement, with such written contract or agreement signed prior to commencement of operations, to waive any right of recovery we may have against the person or organization, but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by a) you, while using a covered "auto", or b) any other person, while using a covered "auto" with your permission.**

**Authorized Representative**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| As required by written contract signed by both parties prior to a loss which this insurance applies. | As required by written contract signed by both parties prior to a loss which this insurance applies. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

  

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies. | As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

  

Westchester
A Chubb Company

# ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Odyssey Manufacturing Co. | | | |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| GLW | G24092975 016 | 10/01/2024 TO 10/01/2025 | 10/01/2024 |
| Issued By (Name of Insurance Company) | | | |
| Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE:**

Name of Person(s) or Organization(s):

As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**Exclusions**

This insurance does not apply to injury or damage occurring after:

a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

**b.** That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Westchester
A Chubb Company

# ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

| Named Insured<br>Odyssey Manufacturing Co. | | | Endorsement Number |
|---|---|---|---|
| Policy Symbol<br>GLW | Policy Number<br>G24092975 016 | Policy Period<br>10/01/2024 TO 10/01/2025 | Effective Date of Endorsement<br>10/01/2024 |
| Issued By (Name of Insurance Company)<br>Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

| Name of Person or Organization: |
|---|
| As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard,** and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Westchester
A Chubb Company

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Odyssey Manufacturing Co. | | | |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| GLW | G24092975 016 | 10/01/2024 TO 10/01/2025 | 10/01/2024 |
| Issued By (Name of Insurance Company) | | | |
| Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

**a.** The additional insured is a named insured under such other insurance; and

**b.** You have agreed in a written contract or agreement that this insurance would:

**(1)** act as primary insurance; and

**(2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

CHUBB®

| Named Insured<br>Odyssey Manufacturing Co. | | | Endorsement Number |
|---|---|---|---|
| Policy Symbol<br>GLW | Policy Number<br>G24092975 016 | Policy Period<br>10/01/2024 to 10/01/2025 | Effective Date of Endorsement<br>10/01/2024 |
| Issued By (Name of Insurance Company)<br>Illinois Union Insurance Company | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

| |
|---|
| Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard.** This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

Westchester
A Chubb Company

# ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Odyssey Manufacturing Co. | | | |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| GLW | G24092999 016 | 10/01/2024 to 10/01/2025 | 10/01/2024 |
| Issued By (Name of Insurance Company) | | | |
| Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

## SCHEDULE

Name of Person or Organization:

As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard,** and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

TheZenith®

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Person Or Organization**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2024
Insured ODYSSEY MANUFACTURING CO.
Policy No. Z066828620
Policy Period 01/01/2024 To 01/01/2025
Issued On 01/02/2024

ZENITH INSURANCE COMPANY - 13145

At Sarasota, FL

CHIEF EXECUTIVE OFFICER

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**COGDILL, MICHAEL J**

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

**LICENSE NUMBER: CGC1516698**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/2024

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: Cheri Steigmeyer
PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344
E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Illinois Union Insurance Co | 27960 |
| INSURER B: ACE American Insurance Co | 22667 |
| INSURER C: Colony Insurance Co | 39993 |
| INSURER D: Zenith Insurance Company | 13269 |
| INSURER E: Hamilton Insurance DAC | |
| INSURER F: | |

**INSURED**
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

**COVERAGES** CERTIFICATE NUMBER: 24/25 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 | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] Per Project applies by<br>[X] written contract<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[X] OTHER: XCU, Contractual Included | Y | | G24092975015 | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY<br>[X] Hired PD | | | H08450377015 | 10/01/2023 | 10/01/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP-Basic | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| ** | [X] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | G24092987015/EXO4266669 | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | Z066828620 | 01/01/2024 | 01/01/2025 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Pollution Liability ($5k Ded)<br>Professional Liability ($25k Ded) | | | G24092999015 | 10/01/2023 | 10/01/2024 | Each Poll Condition Agg<br>Ea Prof Occurrence Agg<br>Retro Date 10/1/2009 | 1,000,000<br>1,000,000 |

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

Insurer E: Hamilton Insurance DAC - Policy# ENVXSHI279494, Eff 10/1/2023 to 10/1/2024. ** Carrier A: Umbrella $1,000,000, Carrier C: $3,000,000 Excess Liability and Carrier E: $1,000,000 Excess. Total Umbrella/Excess Liability Limit $5,000,000 and all follows form.
City of Fort Lauderdale, Public Works Dept., Fiveash Water Treatment Plant are included as an Additional Insured under the Commercial General Liability and Excess/Umbrella policies as their interest may appear.

**CERTIFICATE HOLDER**
City of Fort Lauderdale
Public Works Dept
949 NW 38th Street
Fort Lauderdale FL 33309

**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
Anthony H Martin

ODYSSEY
MANUFACTURING CO.

October 1, 2024

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & 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; to sign bonds of any type; to sign any permit documents on behalf of Odyssey Manufacturing Co.; and to sign any documents related to litigation by or for 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 October 1, 2024, 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 1st day of April, 2024.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

MANUFACTURERS OF ULTRA CHLOR THE CLEAR SOLUTION (800) ODYSSEY www.odysseymanufacturing.com
1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

DEPARTMENT OF FINANCE – PROCUREMENT

# ANTI-HUMAN TRAFFICKING AFFIDAVIT

**Rev:** 1 | **Date:** 08/06/2024

The undersigned, on behalf of Odyssey Manufacturing Co., a Delaware (*State*) Corporation (*Type of Entity*), ("Nongovernmental Entity"), under penalty of perjury, hereby deposes and says:

1. My name is Patrick H. Allman.
2. I am an ____ officer or ✓ authorized representative of the Nongovernmental Entity.
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: _____

Name of Officer or Representative: Patrick H. Allman Title: General Manager

Office Address: 1484 Massaro Blvd., Tampa, FL 33619

Email Address: pallman@odysseymanufacturing.com

Main Phone Number: 813-635-0339 FEIN No.: 65-0846345

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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19th day of December, 2024, by Patrick H. Allman

Tiffany A. Thaxton
(Signature of Notary Public – State of FL.)

(SEAL) TIFFANY A. THAXTON
MY COMMISSION # HH 450799
EXPIRES: October 3, 2027

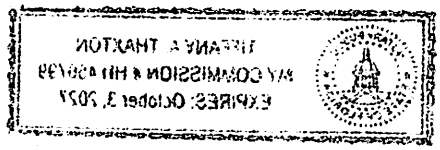
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known X OR Produced Identification ____

Type of Identification Produced _____



Approved by: Glenn Marcos, Chief Procurement Officer
Uncontrolled in hard copy unless otherwise marked


TIFFANY A. THAXTON
MY COMMISSION # HH 400799
EXPIRES: October 3, 2027

**AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS**
**(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)**

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. ***(Only applicable if purchasing real property)*** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Patrick H. Allman Title: General Manager Entity: Odyssey Manufacturing Co.

Signature: _____ Date: 12.19.2024

**NOTARY PUBLIC ACKNOWEDGEMENT SECTION**

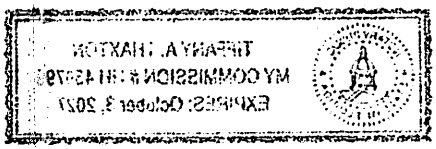
STATE OF FLORIDA
COUTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 19th day of December 2024 by Patrick H. Allman, as General Manager for Odyssey Manufacturing Co., who is personally known to me or who has produced _____ as identification.

Notary Public Signature Tiffany A. Thaxton (Notary Seal)

TIFFANY A. THAXTON
MY COMMISSION # HH 450799
EXPIRES: October 3, 2027

Print Name: Tiffany A. Thaxton My commission expires: _____


TIFFANY A. HAXTON
MY COMMISSION # HH 45799
EXPIRES: October 3, 2027

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/19/2024

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
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

License#: 2081754

CONTACT NAME: Michele Crifasi
PHONE (A/C, No, Ext): 863-688-5495 FAX (A/C, No): 863-688-4344
E-MAIL ADDRESS: MCrifasi@higginbotham.net

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Illinois Union Insurance Company | 27960 |
| INSURER B : Zenith Insurance Company | 13269 |
| INSURER C : ACE American Insurance Company | 22667 |
| INSURER D : Hamilton Insurance Designated Activity Company | 0 |
| INSURER E : Axis Surplus Insurance Company | 26620 |
| INSURER F : | |

INSURED
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

ODYSMAN-02

**COVERAGES** **CERTIFICATE NUMBER:** 1881761043 **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 | X COMMERCIAL GENERAL LIABILITY | Y | Y | G24092975016 | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | X Contractual | | | | | | MED EXP (Any one person) | $ 10,000 |
| | X xcu | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| C | AUTOMOBILE LIABILITY | Y | Y | H08450377016 | 10/1/2024 | 10/1/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X Hired PD | | | | | | PIP-Basic | $ 10,000 |
| A D E | X UMBRELLA LIAB X OCCUR | Y | Y | G24092987016 | 10/1/2024 | 10/1/2025 | EACH OCCURRENCE | $ 5,000,000 |
| | X EXCESS LIAB CLAIMS-MADE | | | ENVXSHI279494-02 | 10/1/2024 | 10/1/2025 | AGGREGATE | $ 5,000,000 |
| | DED RETENTION $ | | | P-001-001431932-01 | 10/1/2024 | 10/1/2025 | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | Y | Z066826620 | 1/1/2024 | 1/1/2025 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N 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 | Pollution Liability ($5k Ded)<br>Professional Liability ($25k Ded) | | | G24092999016 | 10/1/2024 | 10/1/2025 | Each Poll Condition A<br>Ea Prof Occurrence Ag<br>Retro Date 10/1/2009 | $1,000,000<br>$1,000,000 |

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

Total Umbrella/Excess Liability Limit $5,000,000 and all follows form: (Umbrella/Excess covers the General Liab, Auto Liab, Workers Compensation and Pollution/Professional policies) [Carrier A: Illinois Union Insurance Company, Policy #G24092987016, Eff 10/1/2024 to 10/1/2025 - Limit $2,000,000. Carrier D: Hamilton Insurance DAC - Policy# ENVXSHI279494-02, Eff 10-1-2024 to 10-1-25, Excess excluding Auto $3,000,000, Carrier E: Axis Surplus Insurance Co., Policy# P-001-001431932-01, Eff 10-1-2024 to 10-1-2025, Excess over Auto only $3,000,000.]
Stephen Sidelko - Secretary - Excluded under Workers Compensation
RE: Project - Purchase & Installation of Two Submersible Mixers (Bid# 24-0932)
City of Fort Lauderdale, a Florida Municipality, its officials, employees and volunteers are additional insureds with respect to the General, Auto & Umbrella liability policies when required by a written contract, these coverages also apply on a primary & non-contributory basis. A Waiver of subrogation applies on the
See Attached...

**CERTIFICATE HOLDER**

City of Fort Lauderdale
401 SE 21st Street
Fort Lauderdale FL 33316

**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

AGENCY CUSTOMER ID: ODYSMAN-02

LOC #:

# ADDITIONAL REMARKS SCHEDULE



| AGENCY | | NAMED INSURED |
|---|---|---|
| Higginbotham Insurance Agency, Inc. | | Odyssey Manufacturing Co.<br>1484 Massaro Blvd<br>Tampa FL 33619 |
| POLICY NUMBER | | |
| CARRIER | NAIC CODE | EFFECTIVE DATE: |

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General, Auto, Umbrella & Workers Compensation policies when required by a written contract. 30-day notice of cancellation is provided with a 10-day notice for non-payment.

# AUTOMATIC ADDITIONAL INSURED ENDORSEMENT

| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
|---|---|---|---|
| Policy Symbol<br>CAL | Policy Number<br>H08450377016 | Policy Period<br>10/01/2024 to 10/01/2025 | Effective Date of Endorsement<br>10/01/2024 |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**
**MOTOR CARRIER COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED** is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.

2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.

3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

Authorized Representative

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

| Named Insured Odyssey Manufacturing Co. | | | Endorsement Number |
|---|---|---|---|
| Policy Symbol<br>CAL | Policy Number<br>H08450377016 | Policy Period<br>10/01/2024 to 10/01/2025 | Effective Date of Endorsement<br>10/01/2024 |
| Issued By (Name of Insurance Company)<br>ACE American Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This Endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM**
**MOTOR CARRIERS COVERAGE FORM**
**AUTO DEALERS COVERAGE FORM**

**We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.**

**SCHEDULE**

**Any person or organization, for whom you are required in a written contract or agreement, with such written contract or agreement signed prior to commencement of operations, to waive any right of recovery we may have against the person or organization, but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by a) you, while using a covered "auto", or b) any other person, while using a covered "auto" with your permission.**

**Authorized Representative**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| As required by written contract signed by both parties prior to a loss which this insurance applies. | As required by written contract signed by both parties prior to a loss which this insurance applies. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: G24092975 016 Effective 10/01/2024 to 10/01/2025

**COMMERCIAL GENERAL LIABILITY**
**CG 20 37 04 13**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|---|---|
| As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies. | As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies. |
| | |
| | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

**A.** **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Westchester**
A Chubb Company

## ADDITIONAL INSURED ENDORSEMENT – ONGOING WORK OR OPERATIONS

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Odyssey Manufacturing Co. | | | |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| GLW | G24092975 016 | 10/01/2024 TO 10/01/2025 | 10/01/2024 |
| Issued By (Name of Insurance Company) | | | |
| Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE:**

Name of Person(s) or Organization(s):

As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the persons or organizations shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insureds.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**Exclusions**

This insurance does not apply to injury or damage occurring after:

a. All work or operations, including materials, parts or equipment furnished in connection with such work or operations, on the project (other than service, maintenance or repairs) to be performed by you or on your behalf at the site of the covered operations has been completed; or

b. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for the additional insured as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Westchester
A Chubb Company

# ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Odyssey Manufacturing Co. | | | |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| GLW | G24092975 016 | 10/01/2024 TO 10/01/2025 | 10/01/2024 |
| Issued By (Name of Insurance Company) | | | |
| Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

Name of Person or Organization:

As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A.** **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard,** and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

Westchester
A Chubb Company

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Odyssey Manufacturing Co. | | | |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| GLW | G24092975 016 | 10/01/2024 TO 10/01/2025 | 10/01/2024 |
| Issued By (Name of Insurance Company) | | | |
| Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**CONTRACTOR'S POLLUTION LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary and Noncontributory Insurance**

This policy is primary to, and will not seek contribution from, any other insurance available to an additional insured under this policy, provided that:

**a.** The additional insured is a named insured under such other insurance; and

**b.** You have agreed in a written contract or agreement that this insurance would:

**(1)** act as primary insurance; and

**(2)** would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

CHUBB®

| Named Insured<br>Odyssey Manufacturing Co. | | | Endorsement Number |
|---|---|---|---|
| Policy Symbol<br>GLW | Policy Number<br>G24092975 016 | Policy Period<br>10/01/2024 to 10/01/2025 | Effective Date of Endorsement<br>10/01/2024 |
| Issued By (Name of Insurance Company)<br>Illinois Union Insurance Company | | | |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**
**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

**SCHEDULE**

| |
|---|
| Name of Person or Organization: Any person or organization that is an owner of real property or personal property on which you are performing operations, or a contractor on whose behalf you are performing operations, and only at the specific written request of such person or organization to you, wherein such request is made prior to commencement of operations. |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The **TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard.** This waiver applies only to the person or organization shown in the Schedule above.

All other terms and conditions remain the same.

**Westchester**
A Chubb Company

# ADDITIONAL INSURED ENDORSEMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD

| Named Insured | | | Endorsement Number |
|---|---|---|---|
| Odyssey Manufacturing Co. | | | |
| Policy Symbol | Policy Number | Policy Period | Effective Date of Endorsement |
| GLW | G24092999 016 | 10/01/2024 to 10/01/2025 | 10/01/2024 |
| Issued By (Name of Insurance Company) | | | |
| Illinois Union Insurance Company | | | |

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

## SCHEDULE

Name of Person or Organization:

As required by written contract or agreement signed by both parties prior to a loss to which this insurance applies.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for injury or damage, to which this insurance applies, caused by or resulting from **your work** performed for that additional insured and included in the **products-completed operations hazard,** and only to the extent that such injury or damage is caused, in whole or in part, by your negligence or the negligence of those acting on your behalf.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

TheZenith

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**Person Or Organization**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2024
Insured ODYSSEY MANUFACTURING CO.
Policy No. Z066828620
Policy Period 01/01/2024 To 01/01/2025
Issued On 01/02/2024

ZENITH INSURANCE COMPANY - 13145

At Sarasota, FL

CHIEF EXECUTIVE OFFICER