

ORDINANCE NO. 2023- 08

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES BETWEEN THE CITY OF POMPANO BEACH AND ODYSSEY MANUFACTURING CO. FOR DESIGN, MAINTENANCE AND REPAIR OF CHEMICAL FEED SYSTEMS AT THE CITY'S WATER TREATMENT AND REUSE WATER TREATMENT PLANTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement (No. 1693) between the City of Pompano Beach and Odyssey Manufacturing Co., for design, maintenance and repair of chemical feed systems at the city's water treatment and reuse water treatment plants; a copy of which agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Odyssey Manufacturing Co.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 25th day of October, 2022.

PASSED SECOND READING this 8th day of November, 2022.

DocuSigned by:
Rex Hardin
502CB780EB3F480...
REX HARDIN, MAYOR

ATTEST:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...
ASCELETA HAMMOND, CITY CLERK



/jrm
10/6/22
L:ord/2022-283
Contract No. 1693

AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES

No. 1693

THIS PROFESSIONAL/CONSULTING SERVICES AGREEMENT is made and entered into on November 14, 2022, by the City of Pompano Beach, a Florida municipal corporation (“City”) and Odyssey Manufacturing Co., a Delaware Corporation authorized to do business in Florida (“Consultant”), collectively referred to as “the Parties.”

WHEREAS, City advertised RFQ E-19-22 in June 15, 2022, requesting firms to submit qualifications and experience for consideration to provide professional consulting services to the City for design, maintenance and repair of chemical feed systems at the city’s water treatment and reuse water treatment plants (“Project”);

WHEREAS, City desires to retain Consultant to provide design, maintenance and repair of chemical feed systems at the city’s water treatment and reuse water treatment plants, which Consultant is capable of providing under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work (“Exhibit A”), the Insurance Requirements (“Exhibit “B”), and Request for Letter of Interest (RLI) E-19-22 and the Consultant’s Response (“Exhibit C”), all of which are attached and made a part of this Agreement. It is further agreed that no modification, amendment or alteration in the terms or conditions shall be effective unless contained in a written document executed with the same formality and off equal dignity as this Agreement. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties in accordance with Paragraph 24, Waiver and Modification. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, resolution shall be attained by giving precedence in the following order: (i) this Agreement, (ii) Exhibit “A”, and (iii) Exhibit “C”.

2. *Scope of Work.* Consultant shall provide the services set forth in Exhibit “A”, including all necessary, incidental and related activities required for full and complete performance of this Agreement (“Scope of Work”). This Agreement does not delineate every detail and minor work task required to be performed by Consultant to complete the Project. During the course of the Services included in this Agreement, if Consultant determines that work should be performed to complete the Project and, in Consultant’s opinion, that work is outside the level of effort originally anticipated, whether or not the Scope of Work identifies the work items, Consultant shall notify the City’s Contract Administrator in writing in a timely manner before proceeding with the Work. If Consultant proceeds with such work without notifying the City’s Contract Administrator, the Work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Work. Notice to City’s Contract Administrator does not constitute authorization or approval by City to Consultant to perform the Work. Performance of

work by Consultant outside the originally anticipated level of effort without prior written City approval shall be at no additional cost to City.

3. City shall assist Consultant by placing at Consultant's disposal all information City has available pertinent to the Project, at no charge, including previous reports and any other data relative to design or construction of the Project. City shall arrange for access to, and make all provision for, Consultant to enter upon public and private property as required for Consultant to perform its Services. City shall review any itemized deliverables and documents required to be submitted by Consultant and respond in writing with any comments within the time set forth in Exhibit A. City shall give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any material defect in the work of the Consultant or other material development that affects the scope or timing of Consultant's Services.

A. Consultant agrees to meet with City at reasonable times after reasonable notice.

B. Consultant acknowledges that it is aware of all the duties and responsibilities and agrees to perform such duties and responsibilities in a professional manner.

C. Notwithstanding any other remedy otherwise available to City, where the work product of Consultant is found to be deficient for the purpose for which it was produced, Consultant shall correct the deficiency at no cost to City.

D. Consultant shall pay its subconsultants, subcontractors and suppliers consistent with Chapter 218, Florida Statutes.

4. *Term.* The term of this Agreement shall begin upon complete execution by all Parties and shall end on the fifth (5th) anniversary of that date, provided that either party shall have the right to terminate this Agreement as set forth below.

5. *Extension.* In the event City determines Consultant to be in full compliance with this Agreement and Consultant's performance to be satisfactory, the City Contract Administrator, with City Commission approval, may extend the term of this Agreement for one five (5) year term beyond the term established above.

6. *Maximum Obligation.* City agrees to pay Consultant as compensation for performance of all services as related to the Scope of Work as required under the terms of this Agreement, including salary costs and reimbursables. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth for total compensation in the amount of or less than that agreed to by City and Consultant for the Project.

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Consultant for performance of the Work set forth in this Agreement as follows:

Services and reimbursable expenses, as needed, shall not exceed eight hundred thousand dollars (\$800,000.00) per year this Agreement is in effect, in accordance with rates listed within Exhibit A. City reserves the right to issue Work Authorizations for studies and designs related to the City's Utilities facilities up to four hundred thousand dollars (\$400,000.00) per study in accordance with Florida Statute 287.055. Work Authorizations may be signed by each Parties Contract Administrator and Work Authorizations above one hundred and fifty thousand dollars (\$150,000.00) shall require City Commission approval in advance and prior to Consultant starting work.

B. Payment. Consultant shall submit invoices to City in accordance to the fee schedule for each task under Exhibit "A", on a monthly basis, based on the progress of each task. All payments by City shall be made after the Work or task described in the Invoice has been verified as completed. Unless disputed by City as provided below, following City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Consultant payment for services as defined under Exhibit "A" Compensation. The City shall not be liable for any reimbursable expenses that have not been approved in advance, in writing, by City's Contract Administrator.

C. City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Consultant written notification of any such disputed charge. Consultant shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount.

D. In the event City has a claim against Consultant for Work performed pursuant to this Agreement, which has not been timely remedied in accordance with the provisions of this Paragraph, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Consultant, or Consultant's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

E. Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

8. *Disputes.* Any factual disputes between City and the Consultant in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Phil Hyer and the Consultant's Contract Administrator shall be Patrick Allman (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email,

facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Consultant: Patrick Allman
1484 Massaro Boulevard
Tampa, FL 33619
Phone: 813-635-0339
Email: pallman@odysseymanufacturing.com

If to City: Phil Hyer, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-545-7030
Email: phil.hyer@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954-786-5574
Email: antonio.pucci@copbfl.com

With a copy to: Mark Berman, City Attorney
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: 954 786-4614
Email: mark.berman@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work products, developed, prepared, assembled or compiled by Consultant as required for the Work described in this Agreement, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use or distribution as City deems appropriate, provided City has compensated Consultant for such Work product. City's re-use of Consultant's Work product shall be at its sole discretion and risk if done without Consultant's written permission. Upon completion of all Work or termination of this Agreement, copies of all of the above documents shall be promptly delivered to the City's Contract Administrator upon written request. The Consultant may not disclose, use, license or sell any work developed, created, or otherwise originated pursuant to this Agreement to any third party whatsoever. The rights and obligations created under this Paragraph shall survive the termination or expiration of this Agreement.

11. *Termination.*

A. City shall have the right to terminate this Agreement, in whole or in part, for cause by the Consultant, if the Consultant has not corrected the breach within ten (10) calendar days after written notice to Consultant identifying the breach. 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.

B. Termination for convenience shall be effective on the termination date stated in written notice provided by the City, which termination date shall be not less than thirty (30) days after the date of such written notice.

C. This Agreement may also be terminated by the City upon such notice as the City Manager deems appropriate under the circumstances in the event that the City Manager determines that termination is necessary to protect the public health or safety.

D. The Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

E. If there is any material breach or default in Consultant's performance of any covenant or obligation in this Agreement which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Consultant shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

F. In the event of termination, City shall compensate Consultant for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Paragraph 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until such Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. *Insurance.* Consultant shall maintain insurance in accordance with Exhibit “B” throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided in this Agreement, no liability shall attach to the City by reason of entering into this Agreement.

A. Consultant shall at all times indemnify and hold harmless the City, its officials, officers, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys’ fees, fines, losses, penalties, defense costs or liabilities suffered by the City to the extent caused by any negligent act, omission, breach, recklessness or misconduct of Consultant or any of its agents, officers, or employees, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Consultant, its agents, officers and employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Consultant pursuant to this Agreement may be retained by City until all of City’s claims for indemnification have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Consultant acknowledges and agrees that City would not enter into this Contract without this indemnification of City by Consultant. The parties agree that one percent (1%) of the total compensation paid to Consultant pursuant to this Agreement shall constitute specific consideration to Consultant for the indemnification provided under this Paragraph and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Consultant agrees it shall not assign or otherwise transfer any of its interests, rights or obligations in this Agreement, in whole or in part, to any other person or entity without City’s prior written consent, which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Consultant to assign or transfer any of its rights or obligations in this Agreement without first obtaining City’s written approval shall not be binding on City and, at City’s sole discretion, may result in City’s immediate termination of this Agreement, at which time, City shall be released of any of its obligations under this Agreement. In addition, this Agreement and the rights and obligations in this Agreement shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or

receivership. In the event of Consultant's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Consultant under this Agreement shall immediately cease and terminate.

B. **Subcontracting.** Prior to subcontracting for Work to be performed pursuant to this Agreement, Consultant shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in their sole discretion, objects to the proposed subcontractor, Consultant shall be prohibited from allowing that subcontractor to provide any Work pursuant to this Agreement. Even if the Consultant is permitted to subcontract Work in accordance with this Paragraph, Consultant shall remain responsible for any and all contractual obligations and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Paragraph 28 below.

17. *Performance Under Law.* The Consultant, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. *Audit and Inspection Records.* The Consultant shall permit the authorized representatives of the City to inspect and audit all data and records of the Consultant, if any, relating to performance under the contract until the expiration of three (3) years after final payment under this contract.

The Consultant further agrees to include in all its subcontracts arising from this Agreement a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. *Adherence to Law.* The Consultant shall adhere to all applicable laws governing its relationship with its employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. *Independent Consultant.* The Consultant shall be deemed an independent Consultant for all purposes, and the employees of the Consultant or any of its Consultants, subcontractors and the employees, shall not in any manner be deemed to be employees of City. As such, the employees of the Consultant, its Consultants or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Consultant, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Mutual cooperation.* The Consultant recognizes that the performance of the Scope of Work pursuant to this Agreement is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Consultant shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall

actively foster a public image of mutual benefit to both parties. The Consultant shall not make any statements or take any actions detrimental to the City's effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law, as amended. Specifically, the Consultant 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 requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the Consultant 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 Consultant, or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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.

B. Failure of the Consultant to provide the above described public records to the City within a reasonable time may subject Consultant to penalties under §119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

23. *Governing Law; Venue; Waiver of Jury Trial.* This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by the Parties that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. This Agreement and its terms, conditions and requirements comply with §287.055, Florida Statutes. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION 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.**

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition in this Agreement shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. *No Waiver by Delay.* The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights in this Agreement shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Consultant be considered a waiver of City's rights with respect to that default or any other default by Consultant.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for in this Agreement, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. *No Contingent Fee.* Consultant warrants that other than a bona fide employee working solely for Consultant, Consultant has not employed or retained any person or entity, or

paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Consultant's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Paragraph 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. *Attorneys' Fees and Costs.* In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

27. *No Third Party Beneficiaries.* Consultant and City agree that this Agreement and other agreements pertaining to Consultant's performance hereunder shall not create any obligation on Consultant or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. *Public Entity Crimes Act.* As of the full execution of this Agreement, Consultant certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Consultant is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Consultant agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 9 above.

29. *Entire Agreement.* This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner

with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. *Promoting Project Objectives.* Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the Project. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the Project, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

35. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

36. *Severability.* Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

37. *Employment Eligibility.* By entering into this Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination

38. *Truth-In-Negotiation Certificate.* Consultant's compensation under this Agreement is based upon representations supplied to City by Consultant, and Consultant certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. City shall be entitled to recover any damages it incurs to the extent such representation is untrue.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

“CITY”

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...
ASCELETA HAMMOND, CITY CLERK

DocuSigned by:
Reza Hardin
502CB780EB3F480...
By: _____
REX HARDIN, MAYOR

APPROVED AS TO FORM:

DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By: _____
GREGORY P. HARRISON, CITY MANAGER

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)



“CONSULTANT”

Odyssey Manufacturing Co.

Witnesses:

[Signature]

Richard Martin
(Print or Type Name)

[Signature]

Emanuel Velez Gonzalez
(Print or Type Name)

By: [Signature]

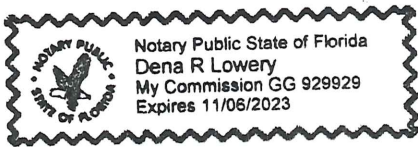
Patrick Allman, General Manager

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this 6 day of October, 2022, by Patrick Allman as General Manager of Odyssey Manufacturing Co., a Delaware corporation authorized to do business in Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Dena R Lowery
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT A SCOPE OF SERVICES

Chemical System Maintenance and Repair Services

PURPOSE

The purpose of this Contract is to provide the City with maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services.

SCOPE OF SERVICES AND TECHNICAL REQUIREMENTS

SCOPE OF SERVICES - GENERAL

The Contractor shall provide maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services as-needed. Professional services under this Contract will be restricted to those required for any project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

TASKS AND DELIVERABLES

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the Awarded Proposer to be provided to the City. Forms shall be completed in their entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Contractor will be required to provide all applicable insurance requirements.

EQUIPMENT TO BE SERVICED

The following are types of equipment that are located throughout all of the City's water/reuse processing facilities and that the Contractor will be expected to repair and/or replaced.

- Chemical metering skids and accessories
- Chemical metering pumps and pump controls
- Injection point flow meters and quills
- Chemical storage tanks and associated piping
- Ultrasonic level sensors and associated wiring
- Safety showers/eyewash
- Compound loop controllers and associated wiring

- Chlorine, pH and fluoride analyzers and associated piping and wiring
- Piping from bulk storage tanks to chemical metering equipment
- Chemical injection piping from chemical metering pumps to injection points
- Temporary equipment supply

CONTRACTOR RESPONSIBILITIES

The Contractor shall be responsible for providing the following services:

The Contractor shall be responsible for providing the following services:

- Testing of chemical systems as required.
- Installation of chemical system equipment including piping and pipe marking.
- Minor Florida Department of Environmental Permitting (FDEP) services as required.
- Small building installation.
- Concrete pad installation and/or applicable chemical coatings.
- Emergency spill response.
- Documentation of work including O&M manuals and record drawings as required.
- Startup service as required.
- Setup and lease of temporary equipment as required.
- Engineering services as needed, performed by a State of Florida licensed PE. Services include but are not limited to: design engineering for new or revised chemical storage and chemical feed systems; sign and seal design drawings and As-Build drawings; draft, sign and seal and submit any City, County or State permit applications.
- Other services and construction as required supporting the operation and maintenance of the City's facilities.

CHEMICAL SYSTEMS

The City currently has in place systems for the following chemicals:

- Lime
- Polymer
- Coagulant
- Carbon Dioxide
- Fluoride
- Sulfuric Acid
- Antiscalant
- Poly-ortho phosphate
- Sodium Hypochlorite
- Ammonia, Liquid Ammonia, or Ammonium Sulfate 40% (Liquid)
- Any other chemical storage and feed systems which may be needed

HOURLY RATES FOR MAINTENANCE

1. Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:30a.m. to 5:00p.m. , as more particularly described in the attached Exhibit "C".
2. After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays , as more particularly described in the attached Exhibit "C". The City honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day and New Year's Eve.
3. Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after hours services and holidays, 5:00p.m. or later and weekends, as more particularly described in the attached Exhibit "C" . The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the City issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

NOTE: Man hours paid under this Contract shall be only for productive hours on the job site as determined by the City. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to City but is overhead and all costs shall be included in the fixed hourly rates.

Emergency service and after hours service must be authorized in writing by a City representative. **The City shall accept no proposal with a minimum charge stipulation.**

RESPONSE TIME

In the event the Contractor fails to meet the requirements provided for herein, a second independent Contractor may be called in to perform this function and the cost of this service (including parts) will be deducted from the Contractor's price.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.

2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the City to determine if the situation is an emergency or not.

POINT OF CONTACT

The Contractor shall provide to the City a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

ALL REPAIRS

All repairs shall be pre-approved on a verbal basis by the designated City representative and a Purchase Order shall follow once the Contractor submits an invoice.

The Contractor shall make approved repairs at the hourly rates plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased greater than five hundred dollars (\$500.00) as a result of a repair, documenting Contractor's mark-up. **The City shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized City representative.**

For all repairs, the City reserves the right to utilize the City's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this contract. It is the responsibility of the Contractor to ensure that competitive prices are submitted throughout the term of this contract.

STAFFING REQUIREMENTS

1. At all times during the term of this contract, the Contractor shall have in his employment a minimum of two (2) technicians to perform the service under this contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time of the Contractor submits their proposal.

FACILITY SECURITY

1. The City shall request the Contractor to provide a list of all employees working under this contract. The list shall include picture ID badge, drivers' license numbers

and addresses. The Contractor shall be held responsible for the accuracy of the data provided and shall ensure that changes are updated immediately. When employees are hired, fired or specially assigned, the City shall be supplied with an updated list of all employees doing work on the City property.

2. The Contractor shall also be required to provide a list of employees and ensure that personnel assigned to the project do not possess criminal records that would jeopardize the safety of the City personnel. Prior to the start of the work, the Contractor must disclose to the City the names of all persons known to possess the aforementioned records along with a description and explanation of any extenuating circumstances. The employee list shall include complete name, social security number, date of birth, home address and telephone number for each. Information will be used for a background check investigation.
3. The City will notify the Contractor within three (3) work days if the employee will be allowed to work on the project. The Contractor must certify that the company and its employees are or will be in compliance with these standards.
4. Employees shall wear a uniform bearing the company's name/logo whenever on the City property.
5. The Contractor's personnel sent to service the City's equipment shall carry identification confirming that they are bona fide employees of the Contractor and sub-contractors. Use of subcontractors without written consent of the City is cause for termination of the contract.
6. The Contractor's vehicle shall bear company name/logo whenever the Contractor is traveling to and from the job site.

BRAND NAME OR APPROVED EQUAL REQUIREMENTS

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the City's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The City shall not accept any other equipment manufacturers unless prior approval is obtained from a City representative. The Contractor shall be responsible for providing all equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

WARRANTY

The products proposed shall have a minimum of a one (1) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to their service department if necessary in order to accomplish the repairs and deliver the equipment back to the City.

The Contractor shall have a warranty repair facility within a 100 mile radius of the City. The Contractor shall satisfy the City that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

SAFETY

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

PARTS

The Contractor shall keep an ample inventory of high use parts to ensure parts availability.

PRICING AND RATE SCHEDULE

ITEM	DESCRIPTION	COST
1	Regular time rate for service technician	\$105.00
2	Overtime/emergency rate for service technician	\$130.00
3	Regular time rate for service helper	\$60.00
4	Overtime rate for service helper	\$80.00
5	Regular time rate for day laborers	\$30.00
6	Overtime rate for day laborers	\$45.00
7	Regular time rate for engineering personnel	\$130.00
8	Overtime rate for engineering personnel	\$130.00
9	Mark up for parts	20%

EXHIBIT B

INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONSULTANT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance

Limits of Liability

GENERAL LIABILITY:

Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

- XX comprehensive form bodily injury and property damage
- XX premises - operations bodily injury and property damage
- ___ explosion & collapse hazard
- ___ underground hazard
- XX products/completed operations hazard bodily injury and property damage combined
- XX contractual insurance bodily injury and property damage combined
- XX broad form property damage bodily injury and property damage combined
- XX independent contractors personal injury
- XX personal injury

___ sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

___ liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

- XX comprehensive form Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
- XX owned
- XX hired
- XX non-owned

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$2,000,000 \$2,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR LETTERS OF INTEREST
E-19-22**

**DESIGN MAINTENANCE AND REPAIR OF CHEMICAL
FEED SYSTEMS**

**VIRTUAL ZOOM OPENING:
July 19, 2022, 2:00:00 P.M.**

For access go to:

<https://pompanobeachfl.gov/pages/meetings>

Issue Date: June 15, 2022

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR LETTERS OF INTEREST
E-19-22
DESIGN MAINTENANCE AND REPAIR OF CHEMICAL FEED SYSTEMS

Pursuant to Florida Statutes Chapter 287.055 "Consultants' Competitive Negotiation Act" the City of Pompano Beach (the "City") invites professional companies/firms to submit qualifications and experience for consideration to provide maintenance, repair, design and new installation services at the City's Water Treatment and Reuse Water Treatment plants on a continuing as-needed basis.

The City will receive sealed proposals until **2:00:00 p.m. (local), July 19, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time as provided herein. Any proposal received after the due date and time specified will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Solicitation Documents and respond to this Solicitation. The complete Solicitation Document can be downloaded for free from the eBid System as a pdf at: <https://www.pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://www.pompanobeachfl.gov/pages/meetings> to find the zoom link.

A. Purpose

The purpose of this Contract is to provide the City with maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services.

B. Scope of Services

The Contractor shall provide maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and/or Reuse Treatment Plant. All work shall include labor, materials, equipment, temporary equipment, documentation, engineering services, minor permitting, training and startup services as-needed. Professional services under this Contract will be restricted to those required for any project for which construction costs will not exceed \$4 million and for any study activity for which fees will not exceed \$500,000.00.

C. Task/Deliverables

Tasks and deliverables will be determined per project. Each project shall require a signed Work Authorization (WA) form from the Awarded Proposer to be provided to the City. Forms shall be completed in their entirety and include the agreed upon scope, tasks, schedule, cost, and deliverables for the project. Contractor will be required to provide all applicable insurance requirements.

D. Term of Contract

The Term of this Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the Contractor. City reserves the right to negotiate the term of its respective Contract with the Awarded Proposer.

E. Equipment to Be Serviced

The following are types of equipment that are located throughout all of the City's water/reuse processing facilities and that the Contractor will be expected to repair and/or replace.

- Chemical metering skids and accessories.
- Chemical metering pumps and pump controls.
- Injection point flow meters and quills.
- Chemical storage tanks and associated piping.
- Ultrasonic level sensors and associated wiring.
- Safety showers/eyewash.
- Compound loop controllers and associated wiring.
- Chlorine, pH, ammonia, and fluoride analyzers and associated piping and wiring.
- Piping from bulk storage tanks to chemical metering equipment.
- Chemical injection piping and flow meters from chemical metering pumps to injection points.
- Temporary equipment supply.

F. Contractor Responsibilities

The Contractor shall be responsible for providing the following services:

- Testing of chemical systems as required.
- Installation of chemical system equipment including piping and pipe marking.
- Minor Florida Department of Environmental Permitting (FDEP) services as required.
- Small building installation.
- Concrete pad installation and/or applicable chemical coatings.
- Emergency spill response.
- Documentation of work including O&M manuals and record drawings as required.
- Startup service as required.

- Setup and lease of temporary equipment as required.
- Engineering services as needed, performed by a State of Florida licensed PE. Services include but are not limited to: design engineering for new or revised chemical storage and chemical feed systems; sign and seal design drawings and As-Build drawings; draft, sign and seal and submit any City, County or State permit applications.
- Other services and construction as required supporting the operation and maintenance of the City's facilities.

G. Chemical Systems

The City currently has in place systems for the following chemicals:

- Lime
- Polymer
- Coagulant
- Carbon Dioxide
- Fluoride
- Sulfuric Acid
- Antiscalant
- Poly-ortho phosphate
- Sodium Hypochlorite
- Ammonia, Liquid Ammonia, or Ammonium Sulfate 40% (Liquid).
- Any other chemical storage and feed systems which may be needed.

H. Hourly Rates for Maintenance

1. Business Hours - the Contractor shall provide a fixed hourly rate for work done during normal business hours, Monday through Friday, 7:30a.m. to 5:00p.m., as more particularly described in the attached Exhibit "F".
2. After Hours - the Contractor shall provide a fixed hourly rate for work done after normal business hours and on Saturday, Sundays and Holidays, as more particularly described in the attached Exhibit "F". The City honors the following holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving and Day after, Christmas Eve and Christmas Day, and New Year's Eve and New Year's Day.
3. Emergency Services - The Contractor shall provide a fixed hourly rate for emergency services, after-hour services and holidays, 5:00p.m. or later and weekends, as more particularly described in the attached Exhibit "F". The Contractor shall have the ability to respond for emergency repairs twenty-four (24) hours per day, seven (7) days per week. The Contractor shall be available via telephone, pager, or some other device at all times. Once the City issues a call for emergency service, the Contractor must be able to reach the site of the emergency within four (4) hours, or shall demonstrate that conditions were such that travel to the site would be extremely hazardous or there was some extraordinary impediment preventing travel to the site. Should this be the case, the Contractor is required to immediately contact the requestor of the emergency service and communicate the problem.

NOTE: Man-hours paid under this Contract shall be only for productive hours on the job site as determined by the City. Time spent for transportation of workers, material acquisition, handling and delivery, or for movement of the Contractor's owned or rented equipment is not chargeable directly to City but is overhead and all costs shall be included in the fixed hourly rates.

Emergency service and after-hour service must be authorized in writing by a City representative. **The City shall accept no proposal with a minimum charge stipulation.**

I. Response Time

In the event the Contractor fails to meet the requirements provided for herein, a second independent Contractor may be called in to perform this function and the cost of this service (including parts) will be deducted from the Contractor's price.

1. Non-Emergency - The Contractor shall respond to non-emergency service calls within four (4) hours by phone and be on-site within twenty-four (24) hours upon notification.
2. Emergency - The Contractor shall respond to emergency service calls within thirty (30) minutes by phone and be on-site within four (4) hours upon notification. It will be at the sole discretion of the City to determine if the situation is an emergency or not.

J. Point of Contact

The Contractor shall provide to the City a twenty-four (24) hour point of contact to include name and phone number, which will be able to meet the requirements provided for herein and more particularly described in Sections titled "Hourly Rates for Maintenance" and "Response Time."

K. All Repairs

All repairs shall be pre-approved on a verbal basis by the designated City representative and a Purchase Order shall follow once the Contractor submits an invoice.

The Contractor shall make approved repairs at the hourly rates plus mark-up for parts and materials supplied during general and emergency repairs. The Contractor shall submit a copy of the original invoice for any material purchased greater than five hundred dollars (\$500.00) as a result of a repair, documenting Contractor's mark-up. **The City shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized City representative.**

For all repairs, the City reserves the right to utilize the City's established purchasing policy and shall have the option to solicit additional quotes or request proposals for the repair as required, for any repairs that may be deemed necessary throughout the term of this

Contract. It is the responsibility of the Contractor to ensure that competitive prices are submitted throughout the term of this Contract.

L. Staffing Requirements

1. At all times during the term of this Contract, the Contractor shall have in its employment a minimum of two (2) technicians to perform the service under this Contract.
2. Technicians shall have performed maintenance/repair on similar equipment for at least two (2) years.
3. Technicians shall be in the Contractor's employment at the time the Contractor submits its proposal.

M. Facility Security

1. The City shall request the Contractor to provide a list of all employees working under this Contract. The list shall include picture ID badge, drivers' license numbers and addresses. The Contractor shall be held responsible for the accuracy of the data provided and shall ensure that changes are updated immediately. When employees are hired, fired or specially assigned, the City shall be supplied with an updated list of all employees doing work on the City property.
2. The Contractor shall also be required to provide a list of employees and ensure that personnel assigned to the project do not possess criminal records that would jeopardize the safety of the City personnel. Prior to the start of the work, the Contractor must disclose to the City the names of all persons known to possess the aforementioned records along with a description and explanation of any extenuating circumstances. The employee list shall include complete name, social security number, date of birth, home address and telephone number for each. Information will be used for a background check investigation.
3. The City will notify the Contractor within three (3) work days if the employee will be allowed to work on the project. The Contractor must certify that the company and its employees are or will be in compliance with these standards.
4. Employees shall wear a uniform bearing the company's name/logo whenever on the City property.
5. The Contractor's personnel sent to service the City's equipment shall carry identification confirming that he/she is a bona fide employee of the Contractor and Sub-Contractors. Use of Sub-Contractors without written consent of the City is cause for termination of the Contract.
6. The Contractor's vehicle shall bear company name/logo whenever the Contractor is traveling to and from the job site.

N. Brand Name or Approved Equal Requirements

It is the Contractor's responsibility, that when called for a repair or maintenance, to familiarize itself with the City's chemical systems and use the appropriate equipment manufacturer for the various piping and parts used in the system.

The City shall not accept any other equipment manufacturers unless prior approval is obtained from a City representative. The Contractor shall be responsible for providing all

equipment, accessories, spare parts, and documentation and installation supervision required for any repair or maintenance.

O. Warranty

The products proposed shall have a minimum of a one (1) year warranty. This warranty shall cover all parts and labor necessary to make all repairs. The products shall have manufacturer's warranty against defective material, workmanship and failure to perform in accordance with required performance criteria.

Manufacturer shall warrant each repair against operational failure caused by defective material or faulty workmanship, which occurs during normal use and operation.

The Contractor shall provide all warranty information with repairs. This warranty shall cover all parts and labor associated with warranty repairs performed on site. It shall be the Contractor's responsibility to pick up, transport the equipment to its service department, if necessary, in order to accomplish the repairs and deliver the equipment back to the City.

The Contractor shall have a warranty repair facility within a 100-mile radius of the City. The Contractor shall satisfy the City that they have an adequate service and repair facility capable of maintaining the equipment as recommended by the manufacturer.

P. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State and Local agencies.

Should an unsafe condition be identified during the execution of this work, the Contractor shall immediately suspend such activity until a safe method can be employed.

Q. Parts

The Contractor shall keep an ample inventory of high use and critical, long lead-time parts to ensure parts availability.

R. Pricing – Exhibit “F”

Hourly Rate		
ITEM	DESCRIPTION	COST
1	Regular time rate for service technician	\$
2	Overtime/emergency rate for service technician	\$
3	Regular time rate for service helper	\$
4	Overtime rate for service helper	\$
5	Regular time rate for day laborers	\$
6	Overtime rate for day laborers	\$
7	Regular time rate for engineering personnel	\$

8	Overtime rate for engineering personnel	\$
9	Mark up for parts	

City agrees to pay Contractor for performance of the services set forth in this Contract as indicated in Exhibit "F." The Not-to-Exceed Contract amount shall be \$500,000 (Five hundred thousand) annually. \$200,000 (two hundred thousand) allocated to the Reuse Treatment Plant and \$300,000 (three hundred thousand) for the Water Treatment Plant. Any single work authorization in excess of \$150,000 dollars shall require City Commission approval in advance and prior to Contractor starting work.

S. Project Web Requirements

1. This project will utilize e-Builder Enterprise™, a web-based project management tool. This web-based application is a collaboration tool, which will allow all project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.

e-Builder Enterprise™ is a comprehensive Project and Program Management system that the City will use to manage all project documents, communications and costs between the Lead Contractor, Sub-Contractors, Design Contractors, Contractor and Owner. e-Builder Enterprise™ includes extensive reporting capabilities to facilitate detailed project reporting in a web-based environment that is accessible to all parties and easy to use. Training will be provided for all Contractors selected to provide services for the City of Pompano Beach.

2. Lead and Sub-Contractors shall conduct project controls outlined by the Owner, Project Manager, and/or Construction Manager, utilizing e-Builder Enterprise™. **The designated web-based application license(s) shall be provided by the City to the Prime Contractor and Sub-Contractors.** No additional software will be required.

Lead Contractor and Sub-Contractors shall have the responsibility for logging into the project website on a daily basis, and as necessary to be kept fully apprised of project developments and required action items. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Correspondence, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Change Directives, Potential Change Orders, Change Order Requests, Change Orders and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety SDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

T. Local Business Program

On March 13, 2018, the City Commission approved Ordinance 2018-46, establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

For purposes of this Solicitation, "Local Business" will be defined as follows:

1. **TIER 1 LOCAL VENDOR. POMPANO BEACH BUSINESS EMPLOYING POMPANO BEACH RESIDENTS.** A business entity which has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least ten percent who are residents of the City or includes Sub-Contracting commitments to Local Vendors Sub-Contractors for at least ten percent of the Contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a Solicitation.
2. **TIER 2 LOCAL VENDOR. BROWARD COUNTY BUSINESS EMPLOYING POMPANO BEACH RESIDENTS OR UTILIZING LOCAL VENDOR SUBCONTRACTORS.** A business entity, which has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City or includes Sub-Contracting commitments to Local Vendors Sub-Contractors for at least 20% of the Contract value. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the respective Broward County municipality for a minimum of one year prior to the date of issuance of a Solicitation.
3. **LOCAL VENDOR SUBCONTRACTOR. POMPANO BEACH BUSINESS.** A business entity which has maintained a permanent place of business within the city limits of the City. The permanent place of business may not be a post office box. The business must be located in a non-residential zone, and must actually distribute goods or services from that location. The business must be staffed with full-time employees within the limits of the city. In addition, the business must have a current business tax receipt from the City for a minimum of one year prior to the date of issuance of a Solicitation.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local companies/firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: www.pompanobeachfl.gov by selecting the Pompano Beach Business Directory in the Shop Pompano! section.

The City of Pompano Beach is **strongly committed** to insuring the participation of City Businesses as Contractors and Sub-Contractors for the procurement of goods and services, including labor, materials and equipment. Proposers are required to participate in the City of Pompano Beach's Local Business Program by including, as part of their package, the Local Business Participation Form (Exhibit A), listing the local businesses that will be used on the Contract, and the Letter of Intent Form (Exhibit B) from each local business that will participate in the Contract.

Please note that while no goals have been established for this Solicitation, the City encourages Local Business participation in all of its procurements.

If a Prime Contractor/Vendor is not able to achieve the level of goal attainment of the Contract, the Prime Contractor/Vendor will be requested to demonstrate and document that good faith efforts were made to achieve the goal by providing the Local Business Unavailability Form (Exhibit C), listing companies/firms that were contacted but not available, and the Good Faith Effort Report (Exhibit D), describing the efforts made to include local business participation in the Contract. This documentation shall be provided to the City Commission for acceptance.

The Awarded Proposer will be required to submit "Local Business Sub-Contractor Utilization Reports" during projects and after projects have been completed. The reports will be submitted to the assigned City project manager of the project. The Local Business Sub-Contractor Utilization Report template and instructions have been included in this Solicitation.

The City shall award a Local Vendor preference based upon Contractors or Sub-Contractors who are local with a preference as follows:

1. For evaluation purposes, the Tier 1 and Tier 2 businesses shall be a criterion for award in this Solicitation. No business may qualify for more than one tier level.
2. For evaluation purposes, local vendors shall receive the following preferences:
 - a. Tier 1 business as defined by this subsection shall be granted a preference in the amount of five (5%) percent of total score.
 - b. Tier 2 business as defined by this subsection shall be granted a preference in the amount of two and one-half (2 ½) percent of total score.

It is the responsibility of the Awarded Proposer to comply with all Tier 1 and Tier 2 guidelines. The Awarded Proposer must ensure that all requirements are met before execution of a Contract.

U. Required Proposal Submittal

Sealed proposals shall be submitted electronically through the eBid System on or before the due date and time as provided herein. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled.

Title page:

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Technical Approach:

Firms or teams shall submit their technical approach to the tasks described in the scope, including details of how each phase of the project would be completed, and how their company/firm proposes to maintain time schedules and cost controls.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

References for past projects in the tri-county area (Broward, Palm Beach, and Miami-Dade). Describe the scope of each project in physical terms and by cost, describe the Proposer's responsibilities, and provide the contact information (name, email, telephone number) of an individual in a position of responsibility who can attest to Proposer's activities in relation to the project.

List any prior projects performed for the City of Pompano Beach.

Project Team Form:

Submit a completed “Project Team” form. The purpose of this form is to identify the key members of your team, including any specialty sub-Contractors.

Organizational Chart:

Specifically, identify the management plan and provide an organizational chart for the team. The Proposer must describe at a minimum, the basic approach to these projects, to include reporting hierarchy of staff and Sub-Contractors, clarify the individual(s) responsible for the coordination of separate components of the scope of services.

Statement of Skills and Experience of Project Team:

Describe the experience of the entire project team as it relates to the types of projects described in the Scope of Services section of this Solicitation. Include the experience of the Prime Contractors as well as other members of the project team; i.e., additional personnel, Sub-Contractors, branch office, team members, and other resources anticipated to be utilized for this project. Name specific projects (successfully completed within the past five (5) years) where the team members have performed similar projects previously.

Resumes of Key Personnel:

Include resumes for key personnel for Prime and Sub-Contractors.

Office Locations:

Identify the location of the office from which services will be rendered, and the number of professional and administrative staff at the prime office location. Also, identify the location of office(s) of the prime and/or Sub-Contractors that may be utilized to support any or all of the professional services listed above and the number of professional and administrative staff at the prime office location.

If companies/firms are situated outside the local area (Broward, Palm Beach, and Miami-Dade counties), include a brief statement as to whether or not the firm will arrange for a local office during the term of the Contract, if necessary.

Local Businesses:

Completed Local Business program forms, Exhibits A-D.

NOTE: Form B must be signed by a representative of the Sub-Contractor, NOT of the Prime.

Litigation:

Disclose any litigation within the past five (5) years arising out of your company’s/firm’s performance, including status/outcome.

Minority Business Enterprises:

It is the intent of the City of Pompano Beach to encourage minority and women owned firms to participate in the process. The methods by which this is accomplished should be developed and presented by the respondents in their submissions.

For any member of your team that is a certified Minority Business Enterprise (as defined by the State of Florida) you must include copies of their certifications for them to be considered toward Item 4 in the evaluation criteria. Complete Exhibit E and attach certificates.

City Forms:

The Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System. The City reserves the right to request additional information to ensure the Proposer is financially solvent and has sufficient financial resources to perform the Contract and shall provide proof thereof of its financial solvency. The City may at its sole discretion ask for additional proof of financial solvency, including additional documents post proposal opening, and prior to evaluation that demonstrates the Proposer's ability to perform the resulting Contract and provide the required materials and/or services.

V. Insurance

The Contractor shall not commence services under the terms of this Contract until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the City's Risk Manager. If you are responding to a Solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Division of the General Services Department at (954) 786-4098. If the Contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject Contract.

Contractor is responsible to deliver to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of this Contract, the City, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Contract, including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by the Contractor under this Contract.

Throughout the term of this Contract, The Contractor and all Sub-Contractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements:

1. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance.
 - a. Naming the City of Pompano Beach as an additional insured as City’s interests may appear, on General Liability Insurance only, relative to claims which arise from the Proposer’s negligent acts or omissions in connection with Contractor’s performance under this Contract.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse	
— hazard	
— underground hazard	
XX products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors’	personal injury
XX personal injury	
— sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
— liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:	Minimum \$1,000,000 Per Occurrence and Aggregate. Bodily injury (each person) bodily injury (each accident), Property damage, bodily injury and property damage combined.
XX comprehensive form	
XX owned	
XX hired	
XX non-owned	

REAL & PERSONAL PROPERTY

___ comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

___ other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

(c) If Professional Liability insurance is required, the Contractor agrees the indemnification and hold harmless provisions set forth in the Contract shall survive the termination or expiration of the Contract for a period of four (4) years unless terminated sooner by the applicable statute of limitations.

CYBER LIABILITY

Per Occurrence Aggregate

___ * Policy to be written on a claims made basis \$1,000,000 \$1,000,000

- ___ Network Security / Privacy Liability
- ___ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- ___ Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)
- ___ Coverage shall be maintained in effect during the period of the Contract and for not less than four (4) years after termination/ completion of the Contract.

3. Employer’s Liability. If required by law, the Contractor and all Sub-Contractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

4. Policies: Whenever, under the provisions of this Contract, insurance is required of the Awarded Proposer, the Awarded Proposer shall promptly provide the following:

- a. Certificates of Insurance evidencing the required coverage;
- b. Names and addresses of companies providing coverage;
- c. Effective and expiration dates of policies; and

d. A provision in all policies affording thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing Company/Firm shall provide thirty (30) days written notice to the City.

6. Waiver of Subrogation. Awarded Proposer hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then, Awarded Proposer shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Awarded Proposer enter into such an Contract on a pre-loss basis.

W. Selection/Evaluation Process

A Selection/Evaluation Committee (Committee) will be appointed to select the most qualified firm(s)/company(ies). The Committee (Committee) will present its findings to the City Commission.

Proposals will be evaluated using the following criteria:

Line	Criteria	Point Range
1	Prior experience of the firm with projects of similar size and complexity: a. Number of similar projects b. Complexity of similar projects c. References from past projects performed by the company's/firm's d. Previous projects performed for the City (provide description) e. Litigation within the past five (5) years arising out of company's/firm's performance (list, describe outcome)	0-40
2	Qualifications of personnel including Sub-Contractors: a. Organizational chart for project b. Number of technical staff c. Qualifications of technical staff: d. Number of licensed staff e. Education of staff f. Experience of staff on similar projects	0-35
3	Proximity of the nearest office to the project location: a. Location b. Number of staff at the nearest office	0-15

4 Is the firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? (Certification of any Sub-Contractors should also be included with the response.) 0-10

Total 100

Additional 0-5% for Tier1/Tier2 Local Business will be calculated on combined scoring totals of each company/firm.

NOTE:

Financial statements that are required as submittals to prequalify for a Solicitation will be exempt from public disclosure; however, financial statements submitted to prequalify for a Solicitation, and are not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a Prime Contractor on City of Pompano Beach projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company's/firm's capability to provide the services required for the Committee's review for short-listing purposes. After an initial review of the proposals, the City may invite Proposers for an interview to discuss the proposal and meet company/firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three (3) responses are received, the Committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three (3) companies/firms deemed to be the most highly qualified to perform the service. If three (3) or fewer companies/firms respond to this Solicitation, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise this Solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

X. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of their respective officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its Sub-Contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of their respective officers, agents or employees.

Y. Right to Audit

Awarded Proposer's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, Sub-Contractors files (including proposals of Awarded and Non-Awarded bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awarded Proposer or any of its payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the Contract, for the duration of the Work, and until five (5) years after the date of final payment by the City to Awarded Proposer pursuant to the Contract.

The City agent or its authorized representative shall have access to the Awarded Proposer's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The City agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Awarded Proposer shall require all Sub-Contractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written Contract. Failure to obtain such written Contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the Contract.

Z. Retention of Records and Right to Access

The City of Pompano Beach is a public agency subject to Florida Statutes Chapter 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer 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 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 Florida Statutes Chapter 119, or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Awarded Proposer does not transfer the records to the City; and
5. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the Contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the Contract, the Awarded Proposer 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.

AA. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications, which are in writing from an authorized representative of the company/firm will be recognized by the City as duly authorized expressions on behalf of the respective company/firm.

BB. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any Contract with the City.

CC. Independent Contractor

The Awarded Proposer will conduct business as an independent Contractor under the terms of the Contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the Contract shall be those of the company/firm.

DD. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

EE. Agreement/Contract Terms

The Contract resulting from this Solicitation shall include, but not be limited to the following terms:

The Contract shall include as a minimum, the entirety of this Solicitation, together with the Awarded Proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the Contract, whether directly or indirectly, Awarded Proposer agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

FF. Waiver

It is agreed that no waiver or modification of the Contract resulting from this Solicitation, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the Contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

GG. Survivorship Rights

The Contract resulting from this Solicitation shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

HH. Manner of Performance

Proposer agrees to perform its duties and obligations under the Contract resulting from this Solicitation in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the Contract resulting from this Solicitation shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all licenses, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the Contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of Contract.

II. Acceptance Period

Proposals submitted in response to this Solicitation must be valid for a period no less than one hundred and twenty (120) days from the closing date of this Solicitation.

JJ. Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date as written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this Solicitation as written or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of Solicitation Documents was obtained from the eBid System only and no alteration of any kind has been made to this Solicitation. Exceptions or deviations to this proposal may not be added after the due date.

All Proposers are required to provide all information requested in this Solicitation. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this Solicitation, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award Contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

KK. Standard Provisions

1. Governing Law

Any agreement resulting from this Solicitation shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such Contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Awarded Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Florida Statute, Section 112.313.

4. Drug Free Workplace

The selected company(ies)/firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, Section 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on an Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor under Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Awarded Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Awarded Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Awarded Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity with Laws

It is assumed the selected company(ies)/firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this Solicitation. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Company(ies)/Firm(s) are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated Contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Florida Statutes, Section 119. The Awarded Proposer shall comply with Florida's Public Records Law, as amended. Specifically, the Awarded Proposer shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of 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 Florida Statutes, Section 119 or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Awarded Proposer does not transfer the records to the City; and
 - iv. Upon completion of the Contract, transfer, at no cost to the City, all public records in possession of the Awarded Proposer, or keep and maintain public records required by the City to perform the service. If the Awarded Proposer transfers all public records to the City upon completion of the Contract, the Awarded Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Awarded Proposer keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under Florida Status Section 119.10, as amended.

PUBLIC RECORDS CUSTODIAN

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

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

LL. Questions and Communication

All questions regarding this Solicitation are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled Solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this Solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this Solicitation.

MM. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this Solicitation, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the City's Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Each addendum will be posted to the Solicitation in the eBid System.

NN. Contractor Performance Report

The City will utilize the Contractor Performance Report to monitor and record the Awarded Proposer's performance for the work specified by the Contract. The Contractor Performance Report has been included as Exhibit to this Solicitation.

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI _____, _____
(Number) (Title)

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this Solicitation. I have read this Solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept Contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

PROJECT TEAM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI NUMBER # _____

Federal I.D.# _____

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	_____	_____	_____
Project Manager	_____	_____	_____
Asst. Project Manager	_____	_____	_____
Other Key Member	_____	_____	_____
Other Key Member	_____	_____	_____

SUB-CONSULTANT

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying	_____	_____
	_____	_____
Landscaping	_____	_____
	_____	_____
Engineering	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____
Other Key Member	_____	_____
	_____	_____

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent (Vendor) Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this Solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this Solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.313.

No ___ Yes ___

Exhibit – Contractor Performance Report



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

**CITY OF POMPANO BEACH
CONTRACTOR PERFORMANCE REPORT**

1. Report Period: from _____ to _____

2. Contract Period: from _____ to _____

3 RLI/P.O. Number: _____

4. Contractor Name: _____

5. City Department: _____

6. Project Manager: _____

7. Scope of Work (Service Deliverables): _____

Exhibit – Contractor Performance Report

CATEGORY	RATING	COMMENTS
1. Quality Assurance/Quality Control - Product/Services of high quality - Proper oversight - Communication	Poor =1 Satisfactory =2 Excellent =3	
2. Record Keeping -Accurate record keeping -Proper invoicing -Testing results complete	Poor =1 Satisfactory =2 Excellent =3	
3. Close-Out Activities - Restoration/Cleanup - Deliverables met - Punch list items addressed	Poor =1 Satisfactory =2 Excellent =3	
4. Customer Service - City Personnel and Residents - Response time - Communication	Poor =1 Satisfactory =2 Excellent =3	
5. Cost Control - Monitoring subcontractors - Change-orders - Meeting budget	Poor =1 Satisfactory =2 Excellent =3	
6. Construction Schedule - Adherence to schedule - Time-extensions - Efficient use of resources	Poor =1 Satisfactory =2 Excellent =3	
SCORE	_____	ADD ABOVE RATINGS/DIVIDE TOTAL BY NUMBER OF CATEGORIES BEING RATED

RATINGS

Poor Performance (1.0 – 1.59): Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.

Satisfactory Performance (1.6 – 2.59): Generally responsive, effective and/or efficient; delays are excusable and/or results in minor program adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.

Excellent Performance (2.6 – 3.0): Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal direction; customers expectations are exceeded.

Would you select/recommend this Contractor again? _____ Yes _____ No

Please attach any supporting documents to this report to substantiate the ratings that have been provided.

_____	_____	_____
Ratings completed by (print name)	Ratings completed by Signature	Date
_____	_____	_____
Department Head (print name)	Department Head Signature	Date
_____	_____	_____
Vendor Representative (print name)	Contractor Representative Signature	Date

Comments, corrective actions etc., use additional page if necessary:

City of Pompano Beach Florida Local Business Subcontractor Utilization Report

Project Name (1)		Contract Number and Work Order Number (if applicable) (2)	
Report Number (3)	Reporting Period (4) to	Local Business Contract Goal (5)	Estimated Contract Completion Date (6)
Contractor Name (7)		Contractor Telephone Number (8) () -	Contractor Email Address (9)
Contractor Street Address (10)	Project Manager Name (11)	Project Manager Telephone Number (12) () -	Project Manager Email Address (13)

Local Business Payment Report						
Federal Identification Number (14)	Local Subcontractor Business Name (15)	Description of Work (16)	Project Amount (17)	Amount Paid this Reporting Period (18)	Invoice Number (19)	Total Paid to Date (20)
Total Paid to Date for All Local Business Subcontractors (21) \$						0.00

I certify that the above information is true to the best of my knowledge.

Contractor Name – Authorized Personnel (print) (22)	Contractor Name – Authorized Personnel (sign) (23)	Title (24)	Date (25)
---	--	------------	-----------

Local Business Subcontractor Utilization Report Instructions

- Box (1) Project Name** – Enter the entire name of the project.
- Box (2) Contract Number (work order)** – Enter the contract number and the work order number, if applicable (i.e., 4600001234, and if work order contract include work order number – 4600000568 WO 01).
- Box (3) Report Number** - Enter the Local Business Subcontractor Utilization Report number. Reports must be in a numerical series (i.e., 1, 2, 3).
- Box (4) Reporting Period** - Enter the beginning and end dates this report covers (i.e., 10/01/2016 – 11/01/2016).
- Box (5) Local Contract Goal** - Enter the Local Contract Goal percentage on entire contract.
- Box (6) Contract Completion Date** - Enter the expiration date of the contract, (not work the order).
- Box (7) Contractor Name** - Enter the complete legal business name of the Prime Contractor.
- Box (8) Contractor Telephone Number** - Enter the telephone number of the Prime Contractor.
- Box (9) Contractor Email Address** - Enter the email address of the Prime Contractor.
- Box (10) Contractor Street Address** – Enter the mailing address of the Prime Contractor.
- Box (11) Project Manager Name** - Enter the name of the Project Manager for the Prime Contractor on the project.
- Box (12) Project Manager Telephone Number** – Enter the direct telephone number of the Prime Contractor’s Project Manager.
- Box (13) Project Manager Email Address** – Enter the email address of the Prime Contractor’s Project Manager.
- Box (14) Federal Identification Number** – Enter the federal identification number of the Local Subcontractor(s).
- Box (15) Local Subcontractor Business Name** – Enter the complete legal business name of the Local Subcontractor(s).
- Box (16) Description of Work** – Enter the type of work being performed by the Local Subcontractor(s) (i.e., electrical services).
- Box (17) Project Amount** – Enter the dollar amount allocated to the Local Subcontractor(s) for the entire project (i.e., amount in the subcontract agreement).

- Box (18) Amount Paid this Reporting Period** – Enter the total amount paid to the Local Subcontractor(s) during the reporting period.
- Box (19) Invoice Number** – Enter the Local Subcontractor's invoice number related to the payment reported this period.
- Box (20) Total Paid to Date** – Enter the total amount paid to the Local Subcontractor(s) to date.
- Box (21) Total Paid to Date for All Local Subcontractor(s)** – Enter the total dollar amount paid to date to all Local Subcontractors listed on the report.
- Box (22) Contractor Name Authorized Personnel (print)** – Print the name of the employee that is authorized to execute the Local Subcontractor Utilization Report.
- Box (23) Contractor Name Authorized Personnel (sign)** – Signature of authorized employee to execute the Local Subcontractor Utilization Report.
- Box (24) Title** – Enter the title of authorized employee completing the Local Subcontractor Utilization Report.
- Box (25) Date** – Enter the date of submission of the Local Subcontractor Utilization Report to the City.

LOCAL BUSINESS PARTICIPATION EXHIBIT "A"

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI Number & Title: _____

Prime Contractor's Name: _____

<u>Name of Firm, Address</u>	<u>Contact Person, Telephone Number</u>	<u>Type of Work to be Performed/Materials to be Purchased</u>	<u>Contract Amount</u>

LOCAL BUSINESS EXHIBIT "B"
LOCAL BUSINESS
LETTER OF INTENT TO PERFORM AS A LOCAL SUBCONTRACTOR

RLI Number _____

TO: _____
(Name of Prime /Contractor)

The undersigned City of Pompano Beach business intends to perform subcontracting work in connection with the above Contract as (check below)

_____ an individual

_____ a corporation

_____ a partnership

_____ a joint venture

The undersigned is prepared to perform the following work in connection with the above Contract, as hereafter described in detail:

at the following price: _____

(Date)

(Print Name of Local Business Contractor)

(Street Address)

(City, State Zip Code)

BY: _____
(Signature)

IMPORTANT NOTE: Signatures on this form MUST be by an authorized employee of Sub-Contractor and must be uploaded to the Response Attachment Tab

LOCAL BUSINESS EXHIBIT "C"
LOCAL BUSINESS UNAVAILABILITY FORM

RLI Number _____

I, _____
(Name and Title)

of _____, certify that on the _____ day of

_____, _____, I invited the following LOCAL BUSINESS(s) to bid work
(Month) (Year)

items to be performed in the City of Pompano Beach:

Business Name, Address	Work Items Sought	Form of Bid Sought (i.e., Unit Price, Materials/Labor, Labor Only, etc.)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Said Local Businesses:

- _____ Did not bid in response to the invitation
- _____ Submitted a bid which was not the low responsible bid
- _____ Other: _____

Name and Title: _____

Date: _____

Note: Attach additional documents as available.

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RLI Number _____

1. What portions of the Contract have you identified as Local Business opportunities?

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

7. List the Local Businesses you will utilize and subcontract amount.

_____	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____

EXHIBIT "E"

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI NUMBER _____

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.)
You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?



CITY OF POMPANO BEACH

RLOI E-19-22

Design Maintenance and Repair of Chemical Feed Systems



ODYSSEY
MANUFACTURING CO.

PROPOSER: ODYSSEY MANUFACTURING CO.

1484 Massaro Blvd. Tampa, FL 33619

(813) 635-0339 – Contact: Jackson Reeves

jreeves@odysseymanufacturing.com

City of Pompano Beach – RLOI E-19-22

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July 19, 2022

Ms. Jill Press, Purchasing Supervisor
City of Pompano Beach
Purchasing Department
1190 NE 3rd Street
Pompano Beach, FL 33060

RE: Letter of Transmittal for RLOI E-19-22

Dear Ms. Press,

Odyssey Manufacturing Co. is pleased to submit its interest for the subject RLOI E-19-22. Odyssey views the proposed maintenance and repair of chemical feed systems RLOI as a means for a one-stop shop for Pompano Beach to accomplish all aspects of work related to the design, engineering, permitting, installation, maintenance, and repair of the various chemical systems at the City's Water Treatment Plant (WTP) & Reuse Treatment Plant. The following benefits are provided when working with Odyssey:

- Spare parts are stockpiled at our plant locations (for scheduled or emergency repairs).
- Emergency response at reasonable rates is pre-negotiated.
- A method is in-place to handle chemical system service emergencies.
- Numerous man-hours are eliminated soliciting proposals using pre-negotiated rates and fees for service work.
- Chemical system service work can be performed in a timely manner.
- Not to Exceed numbers are provided for comprehensive system replacement work.
- Provides a mechanism to perform minor engineering and permitting services.
- One supplier performing all chemical system work ensures standardization between both facilities, not only saving dollars on parts, but also allowing operators to work at both plants without having to relearn the system and parts if both plants and pieces of equipment are the same/similar.

Thank you for your consideration. As you know, we have designed, furnished and installed nine chemical systems at City facilities since 2014, providing superior service and quality of work on various these jobs, including operator training. We have provided temporary chemical systems on several occasions and provided numerous design improvements including relocation and redesign of the carbon dioxide system, addition of several new chemical injection points and conversion to ammonium sulfate. Please do not hesitate to contact one of us below if we can be of further assistance.

Sincerely,

Jackson Reeves
Sales Manager
O: (813) 635-0339
C: (813) 508-8767

jreeves@odysseymanufacturing.com

Pat Allman
General Manager
O: (813) 635-0339
C: (813) 335-3444

pallman@odysseymanufacturing.com

MANUFACTURERS OF **ULTRA CHLOR** (800) ODYSSEY
THE CLEAR SOLUTION www.odysseymanufacturing.com

City of Pompano Beach – RLOI E-19-22

TECHNICAL APPROACH**Odyssey Manufacturing Co. (The Company)**

Odyssey Manufacturing Co. (“Odyssey”) was incorporated in Delaware in 1998. It is headquartered at 1484 Massaro Blvd. Tampa, FL 33619. Its principal stockholder and CEO is Stephen Sidelko who lives in Fort Lauderdale, FL and runs the day-to-day operations of Sentry Industries which he founded in 1984 as U.S. Chlorine, Inc. and later changed the name to Sentry Industries (“Sentry”). Sentry is located on the outskirts of Hialeah, FL in an industrial park. Sentry manufactures and delivers primarily sodium hypochlorite, muriatic acid, and sulfuric acid. They have a five-man service team who installs and replaces chemical tanks.

Odyssey began operations in late 1999 and started out selling sodium hypochlorite to primarily the water and wastewater industry. Odyssey quickly realized that there was no one in the Florida marketplace who specialized in all aspects of chemical system installation and maintenance services and decided to expand into this area to fill this void. This area has grown immensely and for the past years, Odyssey has been billing over \$12 million annually in chemical system installation and maintenance work alone. Odyssey is a licensed General Contractor and Plumbing Contractor, which employs twelve dedicated individuals in this area of work and utilizes the resources of the entire 85-person company. This division has designed and installed over three thousand chemical systems in Florida, many of which were sodium hypochlorite conversions, but our personnel has worked on every chemical system used in the water and wastewater treatment industry. Odyssey has performed service work on chemical systems for almost all municipalities and/or utility service companies in Florida and has service contracts with quite a few of them. Odyssey is the only entity in Florida who regularly stocks chemical system feed equipment, tanks, piping and spare parts. In addition, these parts and equipment are available for sale to its customers on an as needed basis. Along the way Odyssey also became the Florida distributor for UGSI Solutions and their equipment (MicroClor On-Site Sodium Hypochlorite Generation (OSHG) unit, Tank Shark Ground Storage Tank Mixer, MonoClor Tank Residual Control System (RCS), TRS (THM Removal) System), PAX Water Technologies Mixers, and the Heyward HIBOCS (Biological Odor Control Systems).

The company’s day-to-day operations are run by its General Manager, Patrick H. Allman, who started the company (1999) as its first employee and oversaw the design, construction, and startup of its Tampa manufacturing facility in 2000. A second manufacturing facility was opened on the east side of Orlando in January of 2008. Since, Odyssey has designed, plumbed, and constructed themselves (mainly by their installation leads and crews) two service centers and chemical distribution terminals in Gibsonton, FL (2017) and Lantana, FL (2019).

Technical Approach

Our technical approach comes from the over twenty years of experience working in the industry with every type of chemical out there used in water and wastewater treatment. All of Odyssey’s chemical systems service and maintenance work is overseen by engineers who have forty (40) plus combined years of experience in the water and wastewater industry. Mr. Pat Allman (General Manager) and Mr. Michael Azzarella (PE – Odyssey Engineering Company, LLC) collaborate together, along with the customers’ superintendent and/or operates, to identify the problem or issue and then come up with the proper design /build/repairs for each specific system/site. They have designed and permitted over 2,000 chemical systems in Florida utilities between them. Both Mr. Allman and Mr. Azzarella are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards and also good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations. In addition, Odyssey employs two other engineers who act as technical consultants and project managers.

Once the scope of work has been identified, Odyssey's team will design an appropriate solution. At this point Odyssey will identify and perform any regulatory requirements including any required Florida Department of Environmental Protection (FDEP) permit approvals or notifications. Odyssey Engineering Co. typically performs all the FDEP permits to provide separation with the work performed by Odyssey Manufacturing Co. Mike Azzarella is the principal of Odyssey Engineering Co. and he has over thirty years of experience including fifteen as a consultant and over ten as the Polk County Utility Director.

Odyssey employs four engineers as project managers for each of its jobs and has six construction superintendents. Three of the construction superintendents or "project leads" have been with Odyssey for over fifteen years. As the qualifier for Odyssey's General Contractor license, Michael Cogdill oversees Odyssey's large projects as a construction superintendent and provides his expertise, when required, for much of Odyssey's chemical systems work. Mr. Cogdill has a B.S in Building Construction from the University of Florida in 1987 and has over 35 years of construction experience in the water and wastewater industry. Our project managers will be in constant contact with the "lead technician" before the job, during the planning phase, while on-site, and during the final punch-list items to ensure all aspects of the job are completed and up to the customer's satisfaction.

Equipment/Materials/Parts Cost Controls & Availability

Odyssey is able to control its costs because we buy in bulk and store between our four locations. Additionally, we get steep original equipment manufacturer (OEM) discounts from most equipment suppliers. This ability to buy in bulk and as an OEM gives us an advantage with our suppliers and distributors to sell to us at a discount below MSRP, thus passing these savings down to our customers. We stock over \$2 million in chemical tanks, feed pumps, rebuild kits, plumbing parts (pipe, fitting, valves), and more, between these locations. In addition, we also have eight fully stocked service trucks, which act as mini warehouses on the road. Our business partners, Sentry Industries, Blue Planet Environmental, and Hawkins Chemical, also stock materials and parts at their locations in Florida. This creates benefits for the customer for regular or emergency maintenance and repair work.

Maintaining Time Schedules

All proposals contain time schedules for completion of the work. Because we stock so much equipment, often times we can shave six months off of the normal schedule. All our technicians, leads or assistants, have an ADP/Acumatica app on their phone where they can clock in and out when they get on and/or leave the jobsite.

City of Pompano Beach – RLOI E-19-22

SCHEDULE

Since there are no specific tasks and/or deadlines that apply to this matter, since this is a RLOI for maintenance and repair services, Odyssey has included an example project with tasks, work details, and deadlines that create a timeline for a project similar to what this RLOI would cover. This example is actually a proposal to replace a Lime Slacking System for the City of Pompano Beach we provided back in 2017.

Thanks,
The Odyssey Team



ODYSSEY
MANUFACTURING CO.

FACSIMILE TRANSMITTAL

From: Patrick H. Allman
To: Phil Hyer, Superintendent, City of Pompano Beach Water Plant
Fax #: E-MAILED
Re: WORK AUTHORIZATION NO. 3
POMPANO BEACH WTP LIME SLAKING SYSTEM REPLACEMENT
Date: October 20, 2017
Pages: 8, including this cover sheet.

Phil,

The *services rendered pursuant to Work Authorization No.3 are in accordance with Commission approved Resolution 2016-232 and the terms and conditions of the Service Agreement between the City of Pompano Beach ("CITY") and Odyssey Manufacturing Co. ("CONTRACTOR") executed July 1st, 2016 and First Amendment executed July 3, 2017.* As a follow-up to your request, Odyssey is pleased to quote the City of Pompano Beach the following to replace the two existing lime slaking systems (a.k.a. "slakers") at its Water Plant.

Description of WTP Operations

The City of Pompano Beach WT plant is permitted for 50-million gallons per day (MGD) (PWS #4061129). The plant average production is about 14.5 MGD and the peak production is about 18.0 MGD depending upon the time of year. The plant is only permitted, however, to treat 30 MGD in order to achieve 4-log removal. The plant has two treatment processes: (1) Nano-filtration (NF); and (2) Lime softening. The plant has five NF skids of 2 MGD each and two 20 MGD each lime softeners. Typically, two or three NF trains are run at a time and one softener is run at a time at a rate of 5 to 12 MGD. The finished water from both processes goes to the blending clear well which is approximately 2 million gallons. The finished water is then pumped from the clear well to two on-site Ground Storage Tanks rated for 5 million each. The plant uses about 1,000 gpd of sodium hypochlorite and 100 ppd of anhydrous ammonia. The plant adds carbon dioxide after the clarifiers to lower pH. The plant feeds between 1,000 and 2,000 ppd of carbon dioxide. Typical deliveries are 40,000 lbs. at a time and the plant gets deliveries every month sometimes twice per month. The plant's finished water pH is 8.5. Sodium hypochlorite is normally fed at the blending clear well and at the pre-filters of the lime softening process. During burnouts, sodium hypochlorite is normally added to the Post injection as well. Anhydrous ammonia is currently added at the beginning of the blending clear well.

From the desk of...

Patrick H. Allman
General Manager

1484 Massaro Boulevard
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444
Business: (800) ODYSSEY
Facsimile: (813) 630-2589

Current Situation

The existing lime slakers are nearly twenty (20) years old. There are two lime slakers, one is dedicated to each softener. The slakers no longer have replacement parts available and are at end of life. Each lime slaking system provide equipment to safely convert the dry pebble quicklime fed by the lime feeder into lime slurry, which is then piped by gravity directly to the process or discharged into a slurry tank before being pumped to the process (i.e., the softeners) as required by the site operating conditions. A conveyor type grit remover is used to separate the grit from the slaked lime which is dumped into a small dumpster and disposed of.

The lime slaker uses a controlled paste-slaking technique with a 2:1 water to lime ratio by weight. A mechanical torque-operated water valve automatically maintain paste consistency of the lime being slaked. It maintains the desired water to lime ratio over the range of the feeder up to 20:1. A pre-wired remote control panel ensures proper control and operation of the system. The system is operated manually or automatically with 4-20 mA flow-proportional control of the feeder or remote start-stop signal and automatic start-stop operation of the slaker system.

Recommendation

Odyssey proposes the following scope of work:

- FDEP Permitting (as required)
- Utilize existing concrete pedestals for new slakers
- Remove existing lime slakers one at a time and replace it with new slaker
- Replace electrical feeds to each Slaker
- Replace control wiring to each Slaker
- Replace Control Panel for each Slaker
- Replace piping to and from each Slaker as required
- Provide final As-Built Drawings and O&M manuals for Project
- Remove and Dispose of Existing Lime Slaking Systems

The following equipment would be supplied by Odyssey:

- 2 – Inlet Rotary Cut Off Valves (a.k.a. “Knife Valves”)
- 2 – Transition chutes from inlet rotary valves to inlet flexible connection
- 2 – Volumetric Screw Type Lime Feeder with VFD Controls
- 2 – Paste Type Lime Slaker
- 2 – Mechanical Torque-Operated Water Valve
- 2 – Conveyor Type Grit Remover
- 2 – System Control Panel and Junction Box
- Lot – Miscellaneous Piping
- Lot – Miscellaneous Electrical and Controls Wiring

From the desk of...

Patrick H. Allman
General Manager

1484 Massaro Boulevard
Tampa, Florida 33619

Cellular/Voicemail: (813) 335-3444
Business: (800) ODYSSEY
Facsimile: (813) 630-2589

The City of Pompano Beach would be responsible for any required SCADA reprogramming and terminations of any additional I/O above and beyond what is currently available on the lime slaking system.

Work Details

- 1) Demolish existing lime slaking systems. This includes disconnecting the water supply lines, blower lines and slurry lines. It also involves disconnecting the electrical power and control wiring.
- 2) Furnish and install two lime slakers (Model #A-758). The lime slaker shall include the following features:
 - a) Paste type.
 - b) Capacity of 2,000 pounds per hour of AWWA 202 grade pebble lime.
 - c) Trough constructed of unpainted 304 stainless steel.
 - d) Ability to achieve a self-sustaining slaking temperature of 170° F or above without requiring the use of a heat exchanger, heated water or any external heat source.
 - e) Automatically control the slaking water flow rate to provide a 2:1 water-to lime ratio by weight and compensate for vapor loss, changes in lime reactivity, and feed rate.
 - f) Complete with two counter-rotating, pug mill type paddle mixers. Mixers shall have a maximum rotational speed not to exceed 40 rpm. The use of high-speed mixers and replaceable wear plates is unacceptable.
 - g) The slaking chamber shall be designed to complete the slaking reaction in 5 minutes or less.
 - h) A 20:1 operating range
 - i) Mechanical torque operated water control valve to maintain a 2:1 water-to lime ratio and a five-minute retention time in the slaking compartment. Other water control valve types for use with this purpose are not acceptable.
 - j) Integral dust and vapor arrestor
 - k) Water pressure reducing valve
 - l) Supply water strainer and pressure gauge
 - m) Supply water low pressure switch
 - n) 1 HP, 230/460V, 3 ph, 60Hz mixer motor
 - o) Paste cut-off jet spray nozzles and slurry mixing
 - p) Normally opened bypass solenoid valve to flush slaking compartment on system shutdown
 - q) Slaker outlet and overflow connections
 - r) Knife Switch over Slaker separating cone silo from slaker.
- 3) Furnish and install one Grit Remover. The grit remover is a conveyor type grit remover with the ability to remove virtually all grit down to 10 mesh in size and a portion of finer grit down to 40 mesh. Grit particles are separated from the lime slurry based on their specific gravity. Lime slurry concentrations up to 18% are achievable. The conveyor type grit remover will be complete with:
 - a) Unpainted 304 stainless steel housing construction
 - b) Clean-out hatch
 - c) 1/4 horsepower, 230/460 volt, 3 phase, 60Hz, TENV gear motor
 - d) Individually replaceable flight scrapers
 - e) Water control valve and flowmeter to regulate the grit-wash water flow

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- 4) Furnish and install one screw type volumetric feeder (Model #32-300SP). The feeder shall have the following characteristics:
 - a) The slaking system will include a screw type volumetric feeder to control the feed rate of pebble lime into the slaker.
 - b) In order to facilitate on-site assembly of the slaking system and assure proper fit and function of all system components the feeder shall be supplied by the same manufacturer as the slaker.
 - c) Each unit shall be Model 32-300SP screw-type volumetric feeder having a capacity of 2,000 pounds per hour of pebble lime, and complete with a 2" lime feed screw; VFD speed control with 1 horsepower, 230/460 volt, 3 phase, 60Hz AC motor; and right-angle drive gearbox. The feeder housing shall be constructed of unpainted 304SS.
 - d) The VFD drive shall be provided mounted in the control panel and wired to current NEC requirements.
 - e) The feeder shall be provided with an inlet flexible connection to isolate the feeder from vibration in equipment leading up to and away from feeder. The inlet flexible connector shall be canvas.

- 5) Furnish and install one water supply panel. The water supply piping shall be mounted on a stainless steel panel providing a single water source point and shall consist of the following components:
 - a) Supply water strainer
 - b) Wash-down valve with garden hose connection
 - c) Control valves
 - d) Supply water pressure gauge
 - e) Pressure reducing valve
 - f) Slaking water pressure gauge/switch with local display
 - g) Slaking water bypass solenoid valve
 - h) Slaking water bypass manual valve
 - i) Grit-wash water electronic flowmeter with local display
 - j) Automatic batching solenoid valve
 - k) The water panel piping shall be Copper.

- 6) Furnish and install the new Slaker Control Panel. The lime slaker electrical control panel shall provide electrical control for the entire system. The control panel enclosure shall be rated NEMA 4X and shall be made of 304SS. The panel shall be remote-mounted next to the slaker system. A junction box shall be provided mounted on the slaker system and be factory pre-wired to system components. The panel shall be based on PLC logic and shall include a 10" Operator Interface Terminal (OIT) graphical display to provide system automation and operator monitoring of the lime slaker system. The operator interface shall provide access to the following:
 - a) Pebble lime feed-rate control
 - b) Pebble lime feed rate display
 - c) Manual and automatic operation of the lime feeder
 - d) On/Off/Auto/Manual/Fault indication of the lime feeder status
 - e) Manual and automatic operation of the paddle-shaft mixer motor
 - f) On/Off/Auto/Manual/Fault indication of the paddle-shaft mixer motor status
 - g) Manual and automatic operation of the grit remover

From the desk of...

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- h) On/Off/Auto/Manual/Fault indication of the grit remover status
- i) Manual and automatic operation of the auto-batch valve
- j) On/Off/Auto/Manual indication of the auto-batch valve
- k) Manual and automatic operation of the bypass valve
- l) On/Off/Auto/Manual indication of the bypass valve
- m) Alarm Indication for the following:
 - 1. Paddle shaft mixer fault
 - 2. Lime feeder fault
 - 3. Grit remover fault
 - 4. Control Power off
 - 5. Emergency stop active
 - 6. Inlet water low pressure

A single source of power shall be required (480v, 3 Ph, 60Hz, 25 amps) for the Control Panel. The Control Panel is provided with terminal strip for easy wiring connections for input and output. The panel provides for the following types of operation and control:

- 1. Manual speed control of the feeder via data entry on the on the OIT.
 - 2. Automatic control of feeder rate via a 4-20 mA input signal based on flow or process conditions.
 - 3. Automatic batching.
 - 4. Automatic system shutdown.
 - 5. Programmable flush cycle after each shutdown
- 7) Furnish and install all Schedule 80 PVC piping for water, vent from vapor and dust arrestor, overflow/drain and lime slurry discharge lines to/from lime slaker.
- 8) Furnish and install all wiring to/from system control panel for power, control and alarm interfaces with feeder's VFD drive, water panel junction box, plant SCADA, etc.
- 9) Furnish and install all anchor bolts, suitable concrete mounting pads and other incidentals as necessary to complete the installation.
- 10) Odyssey has included two days of Integrity Municipal Systems (IMS) Factory Startup and Training for each of the new lime slaking systems.
- 11) Odyssey agrees to disconnect and remove the two existing lime slaking systems. At this time we are assuming the scrap value of the two systems equals the cost to transport it off-site.

SCADA Interface

Odyssey proposes to run re-use the existing I/O from the existing control panels. Thus, there should be no need to reprogram the SCADA system.

Warranty

One year parts and labor warranty from Odyssey upon system acceptance. One year limited parts only warranty from IMS from the date of acceptance.

From the desk of...

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Pricing

The work is expected to take two to three weeks. It will require an FDEP construction permit with the Broward County Health Department. The cost breakdown of the work is as follows:

Lot – Lime Slaking System Equipment	\$ 324,500
Lot - Schedule 80 PVC Materials	\$ 2,700
Lot - SS316 Pipe Supports	\$ 1,400
Lot – Electrical Components/Conduit	\$ 5,500
Dumpsters	\$ 1,600
Forklift Rental (to set new equipment)	\$ 5,500
240 hrs – Technician@\$80/hr	\$ 19,200
200 hrs – Helper@\$35/hr	\$ 7,000
20 hrs – Engineering@\$90/hr	\$ 1,800
Contingency (10%)	\$ 37,000

Total	\$ 406,200

Please issue us two purchase orders so you avoid paying sales taxes on the Lime Slaking systems itself (this will save the City of Pompano Beach almost \$20,000), one in the amount of \$324,500 and one in the amount of \$81,700.

Schedule

Notice to Proceed	0 Weeks
Submittals for Approval	4 Weeks ARO
Submittal Approval	5 Weeks ARO
Submit FDEP Permit	5 Weeks ARO
FDEP Permit Approval	5 Weeks ARO
Equipment On-site	16 Weeks ARO
#1 Slaker Installation Starts	17 Weeks ARO
#1 Slaker Startup	18 Weeks ARO
#2 Slaker Installation Starts	19 Weeks ARO
#2 Slaker Startup	20 Weeks ARO
Project Acceptance	22 Weeks ARO

Odyssey is a licensed plumbing and general contractor who specializes in chemical system design, permitting, equipment supply and installation and service work. This work would be done under the existing maintenance services agreement with the City of Pompano Beach. This proposal is good through December 31, 2017. Thanks for your consideration. Pat.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written:

“CITY”

From the desk of...

Patrick H. Allman
General Manager

1484 Massaro Boulevard
Tampa, Florida 33619

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City of Pompano Beach – RLOI E-19-22

REFERENCES

TRI-COUNTY REFERENCES

The following are some of the many projects Odyssey has performed in South Florida over the past ten years:

1) City of West Palm

Project Title: Bulk Hypochlorite Storage and Feed System (Sodium Hypochlorite System)

Description: Installed double-wall tanks and then plumbed to triplex pump skid, which was also installed by Odyssey Manufacturing. Skid was built by Blue Planet Environmental.

Representative: Daniel Roberge, P.E. (droberge@wpb.org)

Ph: 561/ 494-1088 | Cell: 561/ 644-7427

Engineer: Jacobs Engineering

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$1,571,477.50

Completion Date: April 2011

2) Broward County

Project Title: North Regional WWTP Chlorination Project

Description: Setup and lease six 6,500-gallon double-wall tanks, three pump skids and associated piping for temporary sodium hypochlorite system while chlorine gas system is demolished and replaced. The system worked so well that in the Fall of 2016 Broward County purchased the system for approximately \$200,000 and elected to stay on sodium hypochlorite as opposed to returning to chlorine gas.

Representative: Ralph Aliseo (raliseo@broward.org) – Plant Superintendent

Ph: 954/ 831-3075 | Cell: 954/ 553-2857

Engineer: Hazen and Sawyer

Contractor: Intercounty Engineering

Contract Amount: \$ 151,134.28

Completion Date: March 2015

3) Broward County

Project Title: Broward County Everglades Holiday Park WTP Renovations

Description: Replace wells, hydro tank and all piping and add new sodium hypochlorite and ammonium sulfate chemical systems and new plant control system

Representative: Martin Gross (mgross@broward.org) – Project Manager

Ph: 954/ 370-3810

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 242,800.00

Completion Date: December 2015

4) City of North Miami

Project Title: City of North Miami HFS System Upgrade Project

Description: Design/Build to upgrade existing HFS systems at the City of North Miami WTP

Representative: Augustin "Gus" Fleur-Aime (afleur-Aime@northmiamifl.gov) –

Water Treatment Plant Manager Ph.: 305/ 953-2855 | Cell: 786/ 543-5346

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 116,600.00

Completion Date: July 2017

5) City of Margate

Project Title: West WWTP On-Site Sodium Hypochlorite Generation System Replacement

Description: Replace existing OSHG system at West WWTP including new piping controls

Representative: Wendell Wheeler (wwheeler@margatefl.com)

Project Manager Ph.: 954/ 972-0828 | Cell: 954/ 605-0373

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 361,000

Completion Date: March 2015

6) New England Fertilizer Company (NEFCO) Bio-solids Facility

Project Title: Cooling Tower Chemical System Addition

Description: Design/Build for a sodium hypochlorite and a sulfuric acid chemical system injection of two on-site process cooling towers.

Representative: Robert Flynn (rflynn@nefcobiosolids.com)

Plant Manager Ph.: 561/ 961-1455 | Cell: 561/ 225-3405

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 63,450

Completion Date: August 2015

7) Miami-Dade

Project Title: Northwest Wellfield Potassium Permanganate Raw Water Treatment System

Description: Installed two 6,550-gallon double-walled tanks and associated piping for leased system to treat raw water.

Representative: Art Baldwin (abald@miamidade.gov) – WTP Superintendent

Cell: 305/ 607-0318

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 80,000.00

Completion Date: July 2018

8) City of Margate

Project Title: WTP On-Site Sodium Hypochlorite Generation System Replacement

Description: Replace existing OSHG system at WTP including new piping controls

Representative: Mike Uber (ruber@margatefl.com)

Project Manager Ph.: 954/ 972-4210 | Cell: 954/ 999-7298

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 467,100

Completion Date: November 2015

9) Town of Davie

Project Title: Town of Davie System No. 5 WTP Sulfuric Acid System Upgrades

Description: Design/Build to change out chemical feed equipment, transfer pump and all piping inside containment at the Town of Davie System No. 5 WTP

Representative: Raul Sotelo (rsotelo@davie-fl.gov)

WTP Chief Operator Ph.: 954/ 327-3478 | Cell: 954/ 643-5683

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 37,480
Completion Date: April 2016

10) Town of Davie

***Project Title:* Town of Davie System No. 3 WTP Caustic System Addition**

Description: Design/Build of a new caustic system for the Town of Davie System No. 3 WTP

Representative: Raul Sotelo (rsotelo@davie-fl.gov)

WTP Chief Operator Ph.: 954/ 327-3478 | Cell: 954/ 643-5683

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 97,300

Completion Date: November 2016

11) Town of Davie

***Project Title:* Town of Davie HFS System Upgrade Project**

Description: Design/Build to upgrade existing HFS systems at the Town of Davie System No. 3 and System No. 5 WTP's

Representative: Raul Sotelo (rsotelo@davie-fl.gov) WTP Chief Operator

Ph.: 954/ 327-3478 | Cell: 954/ 643-5683

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 68,390

Completion Date: July 2017

12) City of Hallandale Beach

***Project Title:* City of Hallandale Beach HFS System Upgrade Project**

Description: Design/Build to upgrade existing HFS systems at the City of Hallandale Beach WTP

Representative: John Fawcett (jfawcett@cohb.org)

Water Treatment Plant Manager Ph.: 954/ 457-1610 | Cell: 954/ 248-9620

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 49,950

Completion Date: July 2017

13) City of Coconut Creek

***Project Title:* City of Coconut Creek Hillsboro Booster Station Disinfection Improvements**

Description: The purpose of this project is 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.

Representative: Jean Duglypui (JDupuis@coconutcreek.net)

Director of Utilities Ph.: 954-973-6786 | Fax: 954-571-4146

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 160,820

Completion Date: August 2019

14) Town of Davie

***Project Title:* Town of Davie System No. 3 WTP Sodium Hypochlorite Tank Replacement Project**

Description: Design/Build to change out existing sodium hypochlorite tank with new 4,820-gallon FRP tank at the Town of Davie System No. 3 WTP.

Representative: Raul Sotelo (rsotelo@davie-fl.gov) WTP Chief Operator
Ph.: 954/ 327-3478 | Cell: 954/ 643-5683
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 52,184
Completion Date: November 2019

15) Town of Mangonia Park

***Project Title:* WTP Sodium Hypochlorite and Ammonium Sulfate Conversion Project**

Description: Design/Build sodium hypochlorite and ammonium sulfate systems to replace chlorine gas and ammonium hydroxide disinfection systems at the WTP. Also, changed injection points to reduce finished water color to meet secondary drinking water standards.

Representative: Roosevelt Jones (rjones@townofmangoniapark.com)
Utility Manager Ph.: 561/ 848-1235 | Cell: 561/ 291-2881

Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 49,247.84
Completion Date: June 2020

16) City of Margate

***Project Title:* Brinemaker Replacement Project**

Description: Replace existing brine tanks at the City of Margate West WWTP and WTP with new FRP 60-ton brine tank.

Representative: Mike Uber (ruber@margatefl.com)
Project Manager Ph.: 954/ 972-0828, Ext. 219 | Cell: 954/ 999-7298

Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 172,384.78
Completion Date: September 2020

17) City of Margate

***Project Title:* East WWTP Coagulant Feed System**

Description: Furnish and install coagulant system at the City of Margate East WWTP.

Representative: Wendell Wheeler (wwheelerwh@margatefl.com)
Project Manager Ph.: 954/ 972-0828 | Cell: 954/ 605-0373

Engineer: Carollo
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 448,730.00
Completion Date: August 2021

18) City of Miramar

***Project Title:* West WTP Corrosion Inhibitor Feed System Replacement**

Description: Construct containment area, coat containment and furnish and install new corrosion inhibitor storage, feed equipment and piping at the City of Miramar West WTP.

Representative: Balki Bisram (bbisram@miramarfl.gov)
West WTP Superintendent Ph.: 954/ 438-1228 | Cell: 954/ 295-1438

Engineer: Kimley-Horn
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 192,600
Completion Date: August 2021

CITY OF POMPANO BEACH REFERENCES/PROJECTS

- 1) City of Pompano Beach**
Project Title: City of Pompano Beach Re-Use System Sodium Hypochlorite Upgrade Project
Description: Design/Build new sodium hypochlorite system to replace existing system at the re-use site. Work included temporary system.
Representative: Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent
Ph: 954/ 545-7030 | Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 75,010.00
Completion Date: March 2016
- 2) City of Pompano Beach**
Project Title: City of Pompano Beach Carbon Dioxide System Replacement
Description: Design/Build new carbon dioxide system for the City of Pompano Beach WTP.
Representative: Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent
Ph: 954/ 545-7030 | Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 597,325
Completion Date: February 2018
- 3) City of Pompano Beach**
Project Title: City of Pompano Beach Lime Slaker Polymer System Replacement
Description: Design/Build new lime slaker polymer system for the City of Pompano Beach WTP.
Representative: Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent
Ph: 954/ 545-7030 | Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 406,200.00
Completion Date: October 2018
- 4) City of Pompano Beach**
Project Title: City of Pompano Beach HFS System Replacement
Description: Design/Build new HFS system for the City of Pompano Beach WTP.
Representative: Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent
Ph: 954/ 545-7030
Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.
Contract Amount: \$ 107,000.00
Completion Date: September 2019
- 5) City of Pompano Beach**
Project Title: City of Pompano Beach Ammonium Sulfate Conversion Project
Description: Design/Build new Ammonium Sulfate System to replace existing anhydrous ammonia system for the City of Pompano Beach WTP.
Representative: Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent
Ph: 954/ 545-7030 | Cell: 954/ 809-5600
Engineer: Odyssey Manufacturing Co.
Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 87,910.00
Completion Date: October 2020

6) City of Pompano Beach

***Project Title:* Relocation of Caustic Chemical Feed System**

Description: Relocated and installed new caustic chemical feed system for the City of Pompano Beach WTP.

Representative: Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 116,7990.52

Completion Date: October 2021

7) City of Pompano Beach

***Project Title:* Temporary Coagulant System**

Description: Installed temporary storage tank, pump skid and associated piping to enable the City of Pompano Beach WTP to pilot new coagulant.

Representative: Phil Hyer (phil.hyer@copbfl.com) – WTP Superintendent

Ph: 954/ 545-7030 | Cell: 954/ 809-5600

Engineer: Odyssey Manufacturing Co.

Contractor: Odyssey Manufacturing Co.

Contract Amount: \$ 50,000 (Approximate)

Completion Date: Ongoing

PROJECT TEAM

COMPLETE THE PROJECT TEAM FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI NUMBER # E-19-22

Federal I.D.# 65-0846345

PRIME

Role	Name of Individual Assigned to Project	Number of Years Experience	Education, Degrees
Principal-In-Charge	<u>PAT ALLMAN</u>	<u>22</u>	<u>B.S. MBA</u>
Project Manager	<u>PAT ALLMAN</u>	<u>22</u>	<u>B.S. MBA</u>
Asst. Project Manager	<u>JACKSON REEVES</u>	<u>6</u>	<u>B.S.</u>
Other Key Member	<u>PAVOL PLECENIK *</u>	<u>6</u>	<u>B.S.</u>
Other Key Member			

** LOCAL CLIENT MANAGER*

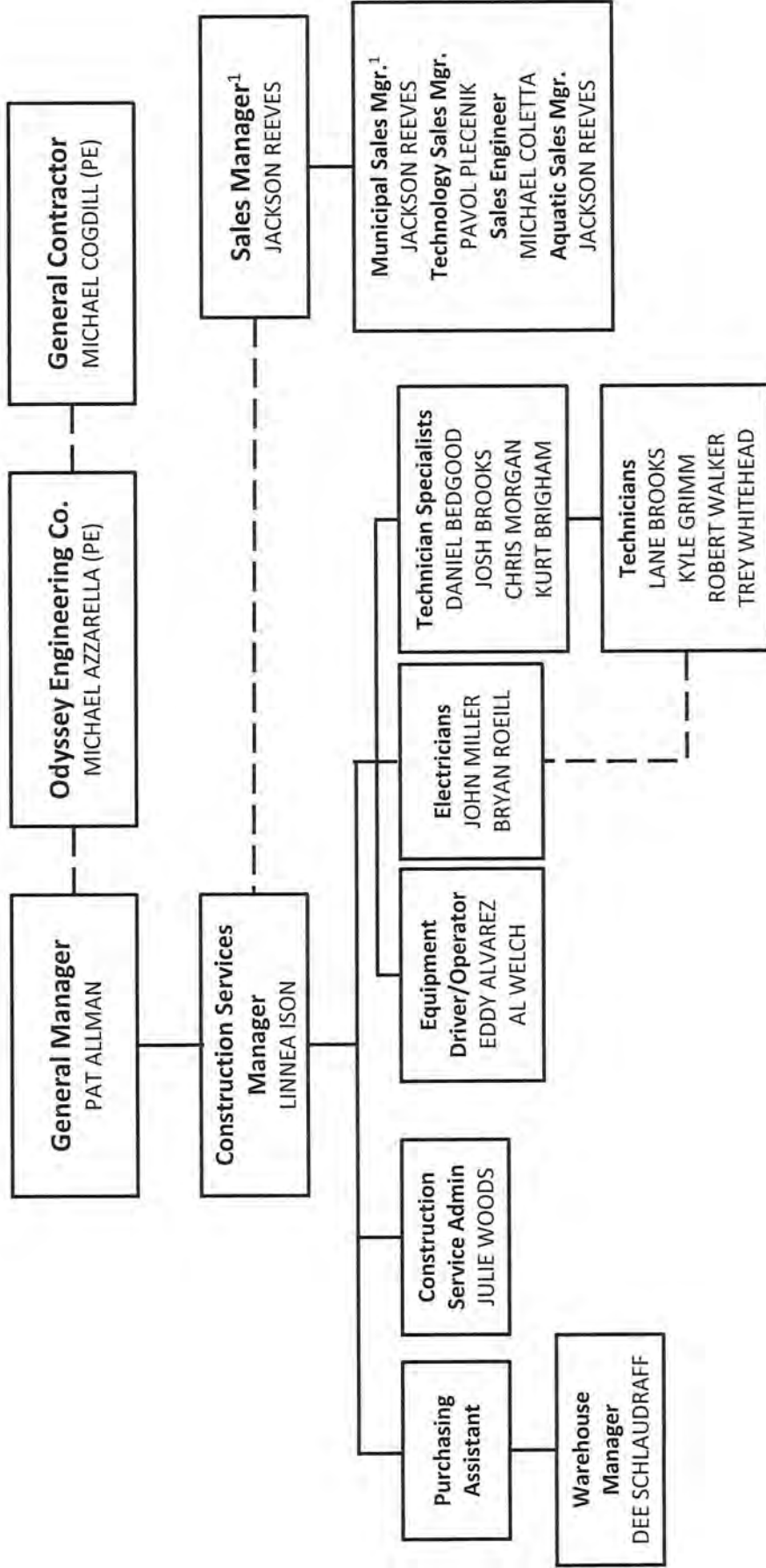
SUB-CONSULTANT

Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying		
Landscaping		
Engineering	<u>ODYSSEY ENGINEERING COMPANY</u> <u>1484 MASSARO BLVD TAMPA, FL 33619</u>	<u>MICHAEL AZEMELLA</u>
Other Key Member (Feed Equipment + Control Panels)	<u>BLUE PLANET ENVIRONMENTAL</u> <u>2600 Kingswood Drive NE, Palm Bay, FL 32905</u>	<u>CRAIG SMITH</u>
Other Key Member (Concrete)	<u>A. GENESIS CONSTRUCTION</u> <u>530 SW 181ST AVE, DUNEDIN, FL 33029</u>	<u>Fred Borios</u>
Other Key Member (Coatings)	<u>HITECH COATINGS INC.</u> <u>13356 59TH COURT N, W. PALM BEACH, FL 33411</u>	<u>DAVE HARVEY</u>



ODYSSEY MANUFACTURING CO. CONSTRUCTION SERVICES DIVISION ORGANIZATIONAL CHART

(AS OF JULY 1, 2022)



¹ If empty, General Manager fills role
* All Managers responsible for employee Quality Control and Safety, as well as Customer Service, if applicable to role

City of Pompano Beach – RLOI E-19-22

STATEMENT OF SKILLS AND EXPERIENCE OF PROJECT TEAM

As mentioned in our “Technical Approach”, Mr. Pat Allman (General Manager) and Mr. Michael Azzarella (PE – Odyssey Engineering Company, LLC) have collaborated together and designed and permitted over 2,000 chemical systems in Florida utilities between them. Both individuals are extremely well versed in, not only the Florida Department of Environmental Protection (FDEP) rules for water and wastewater treatment plants, but also EPA rules, Ten States Standards and also good engineering design practices. This provides added value and assures all work in the design is in accordance with all federal and state rules and regulations.

Odyssey Manufacturing Co. is a CGC (Certified General Contract) with Michael Cogdill as our qualifying contractor. Michael Cogdill oversees Odyssey’s large projects as a construction project manager and provides his expertise, when required, for much of Odyssey’s chemical systems work. Mr. Cogdill has over 25 years of construction experience in the water and wastewater industry. Odyssey’s six (6) “leads or technician specialists,” Daniel Bedgood, Josh Brooks, Chris Morgan, Kurt Brigham, Bryan Roell and John Miller have immense experience with water and wastewater treatment facilities since they are on-site at one five days a week doing anything from a simple repair on a leaking pipe or pump, to changing out a 100-gallon or 10,000-gallon chemical storage tank, to redesigning an existing pump skid and chemical feed system, to installing On-Site Sodium Hypochlorite Generation Units or a tank mixer in a ground storage tank, to everything in between. Bryan Roell and John Miller are licensed electricians and instrument technicians and have done all of the electrical and control wiring on the chemical systems at the City of Pompano Beach.

Recent Completed Projects of Similarity of RLOI (both large and small)

TAB D contains references of over twenty-seven projects most completed within the past five years by Odyssey personnel who would be supporting this contract. Additionally, Odyssey offers a summary of work performed for the City of Pompano Beach.

- 10/2021 City of Pompano Beach WTP – Replaced sodium hypochlorite Injection line and quill
- 08/2021 City of Pompano Beach WTP – Relocated and installed new caustic system feed system including a new pump skid (built by Blue Planet Environmental) with new pumps, a new flowmeter, and sunshield (Lead – Chris Morgan)
- 10/2020 City of Pompano Beach WTP – Completed new ammonia sulfate conversation chemical feed system designed by Odyssey (Lead – Chris Morgan)
- 12/2019 City of Pompano Beach WTP – Installed three (3) new Assmann 10,000 FDO (Full-Drain-Out) sodium hypochlorite tanks to replace existing tanks (Leads – Josh Brooks & Kurt Brigham)
- 05/2019 City of Pompano Beach WTP – Emergency response to leaking caustic tank ... pumped over remaining caustic into temp tank, made repair to leaking fitting on tank, then pumped caustic back into tank (response time – same day)
- 11/2018 City of Pompano Beach WTP – Replaced (design and built) new carbon dioxide feed system (Lead – Chris Morgan)
- 10/2018 City of Pompano Beach WTP – Lime slaker polymer system replacement (Leads – Chris Morgan & Daniel Bedgood)

Key Personnel (Management)**Pat Allman – General Manager (Odyssey Mfg. Co.)***

B.S. in Nuclear Engineering (1983) from the University of Virginia, a M.S. equivalent in Nuclear Engineering from the Department of Naval Reactors in 1984 and an M.B.A. from the University of Tampa in 1990. Mr. Allman has over seven years of power plant experience in the U.S. Navy, nine years of

power plant and industrial experience at Tampa Electric Company (TECO) and over twenty-two years of experience running the day-to-day operations of Odyssey Manufacturing.

Michael Azzarella – PE (*Odyssey Engineering Company, LLC*)*

B.S. in Civil Engineering (1987) from SUNY - Buffalo. Mr. Azzarella has worked primarily in the water and wastewater industry throughout his career for consulting firms, to the Utility Director for Polk County and now as the owner of his own engineering firm to provide permitting and engineering services on a formal basis.

Michael Cogdill – CGC (*State CGC# 1516698*)*

B.S. in Building Construction (1987) from the University of Florida and has over 25 years of construction experience in the water and wastewater industry.

Linnea Ison – Construction Services Manager (*Odyssey Mfg. Co.*)

B.A. in Business Administration (1987) from Lake Superior State university. Been with Odyssey for over twelve (12) years coordinating and manager Odyssey's construction division from scheduling, to planning logistics, to ordering parts and equipment, to customer service, and everything involved with running a construction company.

Jackson Reeves – Sales Manager (*Odyssey Mfg. Co.*)

B.S. in Business Administration (Finance) (2013) from the University of Florida and has 6 years of experience with Odyssey doing chemical and equipment sales.

Pavol Plecenik – Technologies Sales Manager (*Odyssey Mfg. Co.*)*

B.S. in Chemical Engineering (1984) from the University of Florida. Mr. Plecenik lives in Ft. Lauderdale and has over seventeen years of experience in the chemistry and water and wastewater fields, including seven years with Odyssey.

Michael Coletta – Sales Engineer (*Odyssey Mfg. Co.*)

B.S. in Engineering (2021) from University of Florida and recently just joined our Odyssey team as a Sales Engineer.

*** Please also find included Organizational Chart

Key Partners (Subcontractors)

Blue Planet Environmental: Is an instrument, controls and chemical feed equipment fabricator located in Palm Bay Florida. Approximately 80% of Blue Planet's business comes from Odyssey Manufacturing Co. and Odyssey has collaborated with them on over 2,000 chemical systems in Florida. Blue Planet has supplied most of the instruments, all of the chemical feed pump skids and most of the control panels for the City of Pompano Beach's chemical systems.

Hitech Coatings: Is a painting and coating contractor located in West Palm Beach, Florida. They have provided the containment coatings on over twenty-five projects for Odyssey over the past five years including the HFS, caustic, sodium hypochlorite, and ammonium sulfate containment areas for the City of Pompano Beach WTP.

A. Genesis Construction: Is a concrete contractor based out of Pembroke Pines, Florida. They have done the concrete work for over fifty Odyssey projects including the containment area at its Lantana, Florida facility.

Heyward of Florida, Inc.: Provides engineering and equipment supply for Odyssey's biological odor control business. Odyssey has partnered with Heyward of Florida to supply over fifty biological odor control systems at lift stations around Florida over the past three years.

Harrington Industrial Plastics: Is a PVC pipe and fittings supplier with five locations around Florida. Odyssey is Harrington's largest Florida customer and we have two assigned account managers to manage our business with them. Harrington's primary office is down the street from Odyssey's main Tampa location.

Odyssey Engineering Co.: Technically a separate company of which 100% of their business is Odyssey Manufacturing Co. and who provides a separation from Odyssey Manufacturing Co. when required.

Hawkins, Inc.: Florida Chemical distributor and supplier with locations in Big Pine Key, Hollywood, Apopka, Tarrytown, Labelle, Thomasville (GA), Swainsboro (GA) and Mobile (AL). Odyssey and Hawkins, Inc. are partners and support each other's business interests and customers by pooling their resources.

Sentry, Inc.: Florida chemical manufacturer and distributor with two locations in Hialeah, Florida area. Odyssey and Sentry are partners and support each other's business interests and customers by pooling their resources.

PATRICK HENRY ALLMAN, III

707 South Packwood Ave

Tampa, FL 33606

Work: (813) 335-3444 Home: (813) 254-6590

E-Mail: pallman@odysseymanufacturing.com

EDUCATION

- Bachelor of Science in Nuclear Engineering (mechanical engineering emphasis), Univ. of Virginia, Charlottesville, VA., May 1983
- M.B.A. with High Honors (4.0 GPA), Univ. of Tampa, Tampa, FL., Dec 1990
- Masters Equivalent, Post-Graduate Education in Nuclear Engineering and Reactor Operations, Department of Naval Reactors, August 1984
- Certified Professional Engineer by US DOE/Naval Reactors, May 1987
- Passed Engineer-In-Training (EIT) Exam, April 1991
- Certified Manager (C.M.), National Management Association (NMA), June 1992
- Certified Purchasing Manager (C.P.M.) designation, National Association of Purchasing Managers (NAPM), March 1996
- Certified Energy Manager (C.E.M.), Association Energy Engineers, August 1998

EXPERIENCE

- 08/11 – Pres. Tampa Port Authority. **Board Member**. Appointed by Florida Governor to oversee operations of the largest Port in the State of Florida.
- 10/05 – 6/13 U.S. Naval Reserves. **Commanding Officer** of Voluntary Training Unit, Tampa Operational Support Center, MacDill AFB, Florida. Awarded Military Outstanding Volunteer Service Medal. Retired in June 2013 after 30 years of military service.
- 10/03 – 10/05 U.S. Naval Reserves. **Commanding Officer** of 60-person Submarine Group 8 Navy Reserve Detachment. Oversaw major transformation & reorganization of reserve support to Commander Naval Forces Europe. Completed Navy's Anti-Terrorism Officer course. Awarded Navy Meritorious Service Medal.
- 10/02 - 9/03 U.S. Naval Reserves. **Executive Officer**, NR USCINCSOC 108, MacDill AFB. Responsible for operations of 27-Officer and 5 enlisted person Reserve Unit attached to a Joint Command. Awarded Navy Commendation Medal.
- 2/99 – Pres. Odyssey Manufacturing Company. **General Manager**. Responsible for starting up new company and overseeing the design and construction of a "state of the art" \$25 million chemical plant which began operations March 2000 and a second \$3 million chemical plant "peaking" plant in 2008. Oversaw design and construction of three chemical railroad transloading and distribution facilities. Grew company to be largest sodium hypochlorite (i.e. bleach) supplier to the Florida industrial market. Licensed Plumbing & General Contractor specializing in chemical system design, installation and repair which generates over \$10 million annual sales. Installed over 3,000 chemical systems in Florida to date. Manages business; responsibilities include sales, operations, profit/loss, marketing, staffing, personnel, financial, regulatory compliance, and permitting. Company selected as Southeast Desalting Association (SEDA) 2003 & 2016 Vendor of Year and he received Chairman's Award in 2011 and 2017. Received Florida Water & Pollution Control Operator Association (FWPCOA) Pat Flanagan Award in 1994 and 2016 for service. Received 2017 AWWA Award for Service.

Page Two of Resume of Patrick Henry Allman, III:

- 10/98 - 9/03 U.S. Naval Reserves. **Watch Officer** Joint OPS CTR (JOC), US Special Operations Command (USSOCOM), MacDill AFB. Provided critical watchstanding support in wake of September 11th attacks for Noble Eagle and Enduring Freedom. Awarded Defense Meritorious Service Medal.
- 10/97 - 9/98 U.S. Naval Reserves. **Commanding Officer** of 30-person Advanced Base Facility Component (ABFC) Naval Reserve Unit.
- 10/96 - 1/99 Tampa Electric Company. Bulk Power and Market Development, **Account Manager** for largest Tampa Electric Company Industrial Customers. Called on customers. Sold various ancillary products. Developed and implemented market plans for retaining and expanding current business. Wrote and negotiated contracts. Performed financial and technical analysis for various corporate business opportunities. Functioned as Project Manager. Advised customers and company upper management on energy business matters through continuous market monitoring. Instrumental in developing 5 Year Market Plan for Tampa Electric Company in the face of electric utility deregulation. Driving force behind company's pursuit of an Economic Development Rate.
- 10/95 - 9/97 U.S. Naval Reserves. **Commanding Officer** of 60-person Naval Weapons Station Charleston Reserve Unit. #1 Reserve Unit at NRC St Petersburg for two years. Top-ranked Commanding Officer at NRC St Petersburg for two years. Selected for regional leadership Team. Unit selected for national Leo Bilger Award in 1997 given to BEST Reserve Units in the County. Awarded Navy Commendation Medal and Navy Achievement Medal.
- 5/95 - 10/96 Tampa Electric Company. Bulk Power and Market Development, **Sales & Marketing Representative** and Project Team Leader for wholesale power sales and corporate business opportunities. Called on customers. Wrote and negotiated contracts. Developed and implemented marketing plans. Performed financial analysis for business opportunities including several major acquisitions.
- 1/93 - 9/95 U.S. Naval Reserves. **Commanding Officer** of 24-person Naval Facility Keflavik Reserve Unit. #1 Reserve Unit at NRC St Petersburg for three straight years. Unit selected as the BEST Reserve Unit in REDCOM EIGHT for 1994. Selected as the Naval Officer Reserve Association's National Junior Officer of the Year for 1994. #1 ranked officer at NRC St Petersburg for three years.
- 12/91 - 7/95 Tampa Electric Company. Materials Management, Senior Engineer. Worked as a **Project Manager/Contract Administrator** managing large projects primarily in the power plant, port operations, computer systems and telecommunications areas. These projects included most of the large contracts for the Polk Power Station coal gasification plant, major upgrade to the coal handling systems at Big Bend and Gannon Power Stations, dredging and seawall contracts, major FGD ("scrubber") retrofit project, a new Work Order Management System, as well as over \$40 million worth of contracts for all the company's major power plant outage-related work over a three year period. Duties included project management, business analysis, writing technical specifications, writing and negotiating contracts, and various materials management functions (spare parts, warehousing, and investment recovery).
- 1/91 - 12/92 U.S. Naval Reserves. **Asst. Weapons Officer for Submarine Squadron 14** in Kings Bay, GA. Acted as Squadron Duty Officer on weekends and two-week annual duty.

Page Three of Resume of Patrick Henry Allman, III:

- 10/90 - 12/91 Tampa Electric Company. Distribution Engineering, Principal Engineer. **Technical Sales and Project Management.** Managed large lighting projects (including Bayshore Boulevard renovations), performed engineering analysis and set company policies, account manager for governmental agency customers, developed lighting rates for the Public Service Commission, coordinated lighting related issues between seven company departments, and did marketing and sales of the company's lighting services and products.
- 7/88 - 12/90 US Navy Officer Programs Recruiter, Tampa, FL. **Officer-in-Charge** of Navy recruiting for Central Florida. Responsibilities included recruitment, supervision, the development/implementation of marketing plans and the meeting of sales goals. Personally recruited for Officer Programs, exceeding every monthly quota. Awarded two Navy Commendation Medals and one Navy Achievement Medal during tour. National Officer Recruiter of the Year for FY 1990. Jacksonville NRD Officer Recruiter of the Year and runner-up for National Officer Recruiter of the Year for FY 1989. Led NRD Officer Programs Team to #1 Ranking in the Country for two consecutive years out of 41 total NRD's (#19 finish in year prior to arrival). Supervised over 64 Judge Advocate General (JAG) Investigations. Supervisory responsibilities included directing over 75 enlisted recruiters & over 30 temporarily assigned personnel.
- 5/88 - 6/88 US Navy Officer Recruiting Course, Orlando, FL. **Training** in public relations, sales, and marketing techniques/strategies.
- 4/85 - 5/88 Dept Head/Division Officer. USS HENRY CLAY (SSBN 625), Charleston, SC. Weapons (DH), Sonar, Missile, Missile Fire Control, Torpedo, Torpedo Fire Control, Reactor Controls, and Interior Communications Officer on a ballistic missile submarine. Positions encompassed a wide variety of engineering, personnel management, operations management/analysis, technical writing and leadership/supervisory experience. As Officer of the Deck, directed the tactical and systems operations of a nuclear powered submarine. As Engineering Officer of the Watch, supervised the operation of a nuclear power plant. Completed six strategic deterrent patrols under conditions of high stress, submerged for several months at a time. Qualified SSBN Weapons Officer & Engineer, becoming one of the 1st officers in the Navy to qualify for two Department Head positions in their first tour. Awarded Navy Achievement Medal. Significantly contributed to various team goals, including BEST submarine in the Submarine Squadron 6 and runner-up for Atlantic Fleet for 1987, as well as "OUTSTANDING" or "EXCELLENT" evaluations on submarine's last six major inspections.
- 9/84 - 4/85 US Navy Submarine School and Poseidon Guided Missile School. **Training.**
- 8/83 - 8/84 US Naval Nuclear Power School/Prototype Training. **Graduate level** practical and theoretical work in the principles and operation of a nuclear power plant.
- 5/83 - 8/83 Instructor UVA NROTC. Awarded Secretary of Navy Commendation for Bravery for saving police officer's life.

CIVIC AND TRADE ORGANIZATIONS

Active in FSSSSS, FSAWWA (Trainer, Chief Judge/Drafts Questions for Florida TOP OPS Competition), AWWA (National TOP OPS Committee), SEDA (Auditor), FWPCOA (Trainer), Tampa Propeller Club and Board Member for the Tampa Port Authority (Gubernatorial Appointee).

Michael P. Azzarella, PE, CPM

Odyssey Engineering Co.



Education

B.S., Civil Engineering, SUNY at Buffalo, 1987

Registrations/Licenses

Professional Engineer
Florida 52427, 1998
Professional Engineer
New York 070382, 1993

Certifications

Certified Public Manager (CPM),
The Florida Center for Public
Management, at Florida State
University, June 2004

Mr. Azzarella has extensive experience in the water and wastewater industry working as both a Utility Director and consultant for the past thirty years. He has significant experience in design, project management, and resident engineering for water and wastewater treatment and conveyance facilities and storm water systems. He is currently the principal for Odyssey Engineering Co. which provides technical assistance, engineering, design and permitting support to Odyssey Manufacturing Co.'s customers in the utility industry. His work history includes the following projects:

UTILITIES

Polk County Utilities Technical Services Director.

Mr. Azzarella oversaw Utilities Technical Services Division with a Capital Improvement Program budget in excess of \$30 million per year. Professional engineering work included supervising staff and managing utilities development coordination, water, and wastewater systems capacities and related issues, utilities engineering design and permitting, and utilities geographical information system for Division. Managed utilities development coordination to ensure compliance and conformance with County and Division requirements which includes plan review, quality control and approval; regulatory agency permit application review, approval, and execution; and record drawing review, quality control and approval. Managed water and wastewater system capacities and identified problem issues requiring system upgrades/modification and coordinated with regulatory agencies and other Division Sections as required. Obtained and approved all necessary supporting documentation required for County acceptance of utility systems associated with development activity. Coordinated with other County Departments/Divisions, consulting engineers, developers, contractors, and other utility purveyors throughout these processes.

Supervised staff and managed preparation, modification, and maintenance of the County Standards and Specifications for Utility Construction Manual. Supervised staff and managed Utilities Capital Projects Section for development compliance with the Polk County Comprehensive Plan and negotiation of agreements with developers for improvements to utility systems. Coordinated with the Utilities Operations and Maintenance Division to evaluate systems performance problems and provide input and recommendations for correcting problems. Approved, signed and sealed all documents as the professional engineer in responsible charge of in-house design and permitting work which included engineering plan preparation, technical standards and specifications preparation, permitting, design calculations, estimates, and related technical documents. Prepared and managed the Division operational and Capital related budgets.

Cities of Davenport and Polk City, Florida – Miscellaneous Engineering Services.

Michael P. Azzarella, PE, CPM

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Mr. Azzarella serves as an extension of the Cities' Public Works Departments. He focuses on environmental compliance, working with staff to improve efficiencies, troubleshoot utility issues, perform technical reviews and assist with planning operation and maintenance of the Cities' water and wastewater systems.

WATER

Florida Keys Aqueduct Authority (FKAA) Stock Island and Marathon Key RO plant chemical system upgrade projects – Marathon Key and Stock Island, Florida.

Mr. Azzarella was responsible for the design and FDEP permitting of sodium hypochlorite and sulfuric acid chemical systems at two FKAA seawater RO plants.

City of Cocoa Sodium Hypochlorite Conversion - Wewahootee Wellfield Plant Site, Christmas, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of a 60 MGD water supply facility from gaseous chlorine to liquid sodium hypochlorite.

Polk County Utilities Sodium Hypochlorite Conversion – Various Water Treatment Plants.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection systems of fifteen (15) water treatment plants from gaseous chlorine to liquid sodium hypochlorite.

Niagara County Raw Water Pump Station Modifications, Niagara County, New York.

Mr. Azzarella served as the project manager and was responsible for the mechanical design and layout of pump and piping modifications to a 48 MGD raw water pumping station. In addition, Mr. Azzarella served as Design Engineer in the design and layout of a 48-inch prestressed concrete cylinder raw water line relocation under the Niagara River and on land for the Niagara County Water District, New York.

Niagara County Water District System Upgrade, Niagara County, New York.

Mr. Azzarella served as Project Engineer in charge of preparing preliminary design report and final design for the construction of a 4.5-mile potable water transmission main in Niagara County, New York.

City of Boca Raton WTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace three 1,500-ppd ClorTec OSHG units with three MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a "turn-key" system.

City of Margate WTP OSHG Replacement – Boca Raton, Florida.

Mr. Azzarella served as the Project Manager to replace two 750-ppd ClorTec OSHG units with a single MicrOclor 1,500-ppd OSHG unit. Odyssey provided a "turn-key" system to the Owner including integration with their existing control systems.

Michael P. Azzarella, PE, CPM

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Town of Longboat Key Tank Mixing Projects – Longboat Key, Florida.

Mr. Azzarella served as the design and permitting engineer to upgrade the sodium hypochlorite and ammonium sulfate systems along with installing tank mixers at the Town of Longboat Key South and Mid-Key Booster Stations.

City of Punta Gorda Bal Harbor Booster Station – Punta Gorda, Florida.

Mr. Azzarella served as the design and permitting engineer to install a sodium hypochlorite and ammonium sulfate system along with installing a Ground Storage Tank mixer at the City of Punta Gorda Bal Harbor Booster Station.

WASTEWATER

Florida Keys Aqueduct Authority (FKAA) Cudjoe Key Sodium Hypochlorite Conversion – Cudjoe Key, Florida.

Mr. Azzarella served as the Project Manager and was responsible for the design and FDEP permitting of the disinfection system conversion of a 960,000 GPD wastewater treatment facility from chlorine gas to liquid sodium hypochlorite.

Cape Canaveral Air Force Station Regional WWTF Sodium Hypochlorite Conversion - Patrick Air Force Base, Florida.

Mr. Azzarella served as Senior Project Manager and was responsible for the design and permitting of converting the disinfection system of an 800,000 GPD wastewater treatment facility from onsite hypochlorite generation to liquid sodium hypochlorite.

Town of Tonawanda Plant Improvements, Tonawanda, New York.

Mr. Azzarella served as Design Engineer to evaluate an existing backwash/air scour operation at a wastewater treatment plant for an Erie County municipality. His work included evaluating the existing system for potential problem points, hydraulic grade line establishment over length of system from backwash pumps to filters and presentation of results.

City of Boca Raton WWTP OSHG Replacement – Boca Raton, Florida. Mr. Azzarella served as the Project Manager to replace two 1,500-ppd ClorTec OSHG units with two MicrOclor 1,500-ppd OSHG units. Odyssey worked as a subcontractor to Wharton Smith to supply a "turn-key" system and oversaw a subcontract worth \$3.2 million.

Manatee County SW WRF – Bradenton, Florida. Mr. Azzarella was the Project Manager for three different projects in a two-year period at this facility: (1) Sodium hypochlorite line replacement; (2) MARS project to provide a sodium hypochlorite system for the re-use; and (3) Deep Well injection project to chemical systems for the treated water stored underground.

MICHAEL J. COGDILL

1484 Massaro Blvd
Tampa, FL 33619
813-486-9099 Cell

Email: mcogdill@odysseymanufacturing.com

EDUCATION

Bachelor of Science in Building Construction, University of Florida, 1987

PROFESSIONAL LICENSES HELD

Holder of the following State of Florida construction licenses:

- State Certified General Contractor Class A
- State Certified Mechanical Contractor
- State Certified Underground Utility & Excavation Contractor
- Class V Fire Protection Contractor

RECOGNITION / ORGANIZATIONS

- Built a complete computerized integration solution for estimating, scheduling, file sharing, internet presence & internet sales leads for my family's construction business (www.cogdillbuilders.com).
- My interstate 4 rest area project for the Florida Department of Transportation received the 1997 Metal Construction Association President's Award.
- Lectured at universities on the construction management type of project delivery and its benefits.
- Active member of business retention/expansion committee Tampa Chamber of Commerce.

COMPUTER CAPABILITIES

Fluent in the following construction/business related computer programs:

- Microsoft Office family of software
- Primavera scheduling software (P3 & Suretrak)
- Timberline Precision Estimating System, (including database setup)
- MC2 Estimating System
- AutoCad & SoftPlan CAD programs
- Capable of quickly learning other programs as required

REFERENCES

Professional/Owner/Personal references available upon request

EXPERIENCE SUMMARY

I was raised in a construction family, spending my summer vacations on the jobsite. In addition to the skills I learned growing up, I have more than 20 years of Florida and Virginia construction experience, working in literally every position in the design and construction phases of large and small commercial, industrial, & residential construction projects, including phase-construction of a \$19M ozone water treatment facility saving more than 6 months in the job schedule.

MICHAEL J. COGDILL, page 2

EXPERIENCE

2008 – Present Odyssey Manufacturing Co.
Tampa, FL

- Estimating, management, construction, of specialty chemical projects in Florida.
- Superintendent for twelve concrete building foundations and significant underground water plant piping work at twelve City of Deltona WTP's.
- Project Manager for City of West Palm Beach Water Plant Chemical Systems Projects which total almost \$2.5 million in work over past three year period (Sodium Hypochlorite, Aqueous Ammonia, HFS, Corrosion Inhibitor, Caustic)
- Project Manager for Collier County Sodium Hypochlorite System Upgrade in.

2003-Present President
Cogdill Builders of Florida, Inc.
Tampa, FL

- Setup & management of Cogdill Builders of Florida, a split off company of Cogdill Builders, Inc., established to pursue high-end residential and specialty work in the Tampa Bay area beyond.

2000-2005 Vice President
Cogdill Builders Inc.
Orange Park, FL

- Primary/secondary license holder/qualifying agent. Responsible for land development, field coordination of commercial, industrial & non-residential design/build sector of Cogdill Builders Inc, a family-owned business.

2/99-9/00 General Manager
Goodwin Constructors, Inc.
Brooksville, FL

- License holder/qualifying agent responsible for overall operations of Goodwin Constructors, Inc. including all bidding and administration of work under contract (primarily civil type work).

6/96 –2/99 Construction Manager
Vogel Bros. Building Co.
Lakeland, FL

- Responsible for planning, and construction of the Conway Ozone Water Treatment Plant Expansion and Modification, Orlando Utilities Commission, Orlando FL

MICHAEL J. COGDILL, page 3

8/93 – 5/96 Project Manager/Superintendent

Vogel Bros. Building Co.
Lakeland, FL

Responsible for cost, schedule, and project coordination of the following projects:

- Project Manager, I-4 Dual Rest Areas, Polk County, FL.
- On-site project superintendent, responsible for all planning, scheduling and field construction efforts for the Bee Ridge Water Reclamation Facility, Sarasota, FL
- Project Manager, Florida Title East Reservoir Construction of Industrial Wastewater Containment and Treatment System, Lakeland, FL
- Project Manager, ZURN/NEPCO Site Preparation and Earthwork, Orange Cogeneration Facility, Contract No. 2055, Bartow, FL

6/91 – 10/93 Project Engineer
Vogel Bros. Building Co.
Lakeland, FL 33811

Responsible for job set-up, development and maintenance of project schedule. Material procurement and receipt and quality control in the construction of the following:

- Charles Larsen Unit #5 General Construction-Simple Cycle Project, Lakeland, FL
- Site Development and Foundation Construction for the Mulberry Cogeneration Facility, Bartow, FL

8/90 – 6/91 Office Engineer/Scheduler
Metric/Harbert, Joint Venture
Tampa, FL

Responsible for project scheduling using Primavera software. In charge of subcontractor weekly schedule meetings, subcontractor coordination, trouble shooting constructability problems, submitting monthly payment applications to owner, review/approval of subcontractor billings, set up of computer automated logs (submittal, RFI, etc.) for the Tampa International Airport South Parking Garage, 5300 space parking garage with rental car offices and maintenance facilities with a total of 115,000 cubic yards of concrete.

1/88 – 8/90 Office/Project Engineer
Metric Constructors, Inc.
Richmond, VA

Responsibilities included performing quantity take-off, cost control, schedule maintenance, civil buy-out, subcontractor coordination, submittals and RFI's and constructability problems on cogeneration power plant and wastewater projects in the Richmond, VA area.

1/87 – 6/88 Cogdill Builders, Inc., Jacksonville, FL

MICHAEL J. COGDILL, page 4

Responsible for scheduling (residential), subcontractor and supplier coordination, drafting/plan check, quality control functions, building lay-out, quantity take-off/pricing, developed Lotus-based estimating program, ran compliance checks using computerized Florida Energy Code computer program, permitting, coordinating warranty work, designed new company logo, advertising design, customer questions/assistance.

Summer 1986 Project Engineer
 Danis-Shook of Florida
 Orlando, FL

Summer college internship. Responsible for line and grade, pipe/structure layouts, shop drawing submittal/review, expediting deliveries and scheduling at the Iron Bridge Waste Water Treatment Plant.

CHRIS MORGAN

Project Superintendent/Mechanical Supervisor

Odyssey Manufacturing Co.

1484 Massaro Blvd.
Tampa, FL 33619

- Education: H.S. Diploma, June 2004, South Sumter High School, Bushnell, Florida
- Experience: Atlantic Surveying, Field Survey Technician, 2006 – 2008
Odyssey Manufacturing, Helper/Mechanic/Plumber/Supervisor 2008 – Present
- Projects: City of Pompano Beach Water Treatment Plant, Project Superintendent, Ammonia Sulfate System Upgrade - \$88K
- City of Pompano Beach Water Treatment Plant, Project Superintendent, Caustic System upgrade and relocation - \$117.8K
- City of Pompano Beach, Technician Specialist, various upgrades and equipment/part installations to the Ammonia, Bleach, Caustic, Fluoride and Carbon Dioxide Systems throughout the various systems Water Treatment and Reuse Plants over the past 10 years
- Brevard County, Project Superintendent, Five Biological Odor Control Systems (Tucker Lane, Pat McPhee, Plumosa, South Beaches WWTP and South Central WWTP)
- City of Melbourne Surface Water Plant, Chemical Storage Tank Project, Project Superintendent for \$1.4 million project to replace caustic, fluoride, and ferric sulfate tanks
- Seminole Tribe Immokalee Water Treatment Plant, Project Superintendent for \$1.1 million project to replace five chemical systems
- City of Wildwood Coleman WTP, Project Superintendent for \$1.1 million project to install new sodium hypochlorite system and perform other upgrades to the plant
- City of Deltona WTP's, Project Superintendent for \$5.1 million addition of ammonium sulfate at 12 water treatment plants
- City of Leesburg Main WTP, Project Superintendent to install sodium hypochlorite system
- City of Palm Coast Water Treatment Plant #2, Project Superintendent to install ammonium Sulfate system
- Town of Longboat Key City, Project Superintendent to install tank mixers in Ground Storage Tanks at South and Mid-South Booster Stations
- City of Coconut Creek, Project Superintendent to install sodium hypochlorite and ammonium sulfate systems at the Hilton and Hillsboro Booster Stations

John Miller

4740 Grace St.
De Leon Springs, Florida 32130
Cell Phone (386) 804-7990
Email address: jmiller@odysseymanufacturing.com

Education

- 1994 *Hempfield High School, Landisville, PA.*
- 1994 *Vo-Tech for Mill Work and Cabinetry*
- 1999 *Electrical apprenticeship IBEW 756*

Employment History

- 5/15 – current Odyssey Manufacturing Co., Tampa, FL 33619**
Lead Electrician. Install and maintain electrical components and instrumentation for chemical feed and storage systems as well as on-site sodium hypochlorite generation (OSHG) systems.
- 8/14- 5/15 Chinchor Electric, Orange City, FL 32763**
Lead Electrician. Industrial electrical construction and service. AC/DC, VFD, High and Low voltage and control wiring.
- 2/13-8/14 Anvil International (Mueller water products), Columbia, PA 17512**
Industrial maintenance (Master Electrician). Maintain systems including AC/DC electrical, Motor Controls, Hydraulic, Pneumatic, Hoists, Cranes, PLC, Induction Furnaces and other equipment.
- 11/97 – 7/11. Florida Electric Works Deland, FL 32724**
Lead electrician. Residential/Commercial/Industrial experience. Well versed in the trade, from residential to military contracts.
- 1/97 – 11/97 Miller Electric, Jacksonville, FL**
Electrician Apprentice. Duties included help with installation of traffic signals and bridge lighting.
- 1/95 – 11/96 Olson Electric, Daytona Beach, FL**
Apprentice Electrician. Duties included help with installation and retro fit of fire alarm systems at Kennedy Space Center.

Water and Wastewater Projects

Twenty (20) plus years of experience with electrical equipment and parts for water and wastewater industry form analyzers, to SCADA control, to PCL panels, to tank level indicators, to flow meters and flow pumps, and more. Product knowledge on installation and operation to guide ease of use for customer.

Recent Projects

Brevard County Odor Control Projects

Responsible for all electrical and control wiring for biological odor control systems at five Brevard County facilities (Tucker Lane, Plumosa, Pat McPhee, South Beaches WWTP, South Central WWTP) and worked as lead plumbing mechanic.

Electrical Superintendent for Odyssey Manufacturing Co. Lantana Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$4 million state of the art sodium hypochlorite terminal.

Electrical Superintendent for Odyssey Manufacturing Co. Tampa Sodium Hypochlorite Terminal

Oversaw all electrical, controls and instrumentation work for \$7 million state of the art sodium hypochlorite terminal.

Credentials

**10 Hour OSHA Certification*

**30 Hour OSHA Supervisor Certification*

**40 Hour HAZWOPPER Certification*

**PLC RsLogics 5&500*

**High Voltage Training*

**NFPA 70E*

**CQM-C Certification*

(Corps of Engineers/NAVFAC)

PAVOL P. PLECENIK

5100 NE 15th AVE, Fort Lauderdale, FL 33334
954-632-4090 | PPlecenik@odysseymanufacturing.com

TECHNOLOGIES MANAGER

*Project Management | Compliance Requirements | MS Office Suite | Contract Negotiations | Troubleshooting |
New Business Development | Technical Aptitude | Consultative Sales | Customer Relationship Management (CRM) |
Sales Team Supervisor | Networking | Staff Training & Development | MS Dynamics | Salesforce | ACT*

Resourceful PROJECT MANAGER with over 10 years of experience in building relationships, retaining top accounts, and growing customer partnerships by establishing trust. Persuasive, self-motivated leadership professional with expertise on expanding network connections, persuasively introducing products, educating clients, implementing sales strategies, territory development, and revealing customer needs to deliver solutions.

PROFESSIONAL EXPERIENCE

Odyssey Manufacturing, Tampa, FL
Technologies Manager

2016-Present

Oversee full sales cycle, interfacing with engineering, production, and accounting to ensure smooth sales process.

- Manage accounts to cultivate positive customer relationships in the Water/Wastewater industry.
- Ensure client satisfaction ratings by timely offering proactive resolution ideas while driving actionable responses to questions, concerns, or challenges.
- Installation inspection, analysis, and troubleshooting.
- Construct professional sales presentations to creatively communicate product quality, offerings, and market comparisons to new and existing clients in the Water/Wastewater industry.
- Translate technical customer information to support client education practices while executing successful equipment sales practices.
- Generate leads, conduct cold calls, and follow-up on inactive opportunities to drive profitability.
- Strengthen branding initiatives by attending trade shows, exhibitions, and customer visits to maximize outreach.

Hamilton Company, Reno, NV
OEM Sales Manager

2010-2015

Support the life science market during the analytical instrument development process by delivering fluid measurement solutions.

- Interface with the Director of Marketing to ensure sales goals are met while maximizing personnel productivity.
- Develop positive buyer associations by employing strategic account management approach to ensure a reliable product supply.
- Satisfy client needs to capture recurring contract for YOY OEM sales of large pipeline projects.
- Reduce process lags by training OEM sales managers on best practices and protocol to maximize new product profits.
- Increase sales by leveraging engineering principals and product knowledge to support product redesigns.

Parkson Corporation, Fort Lauderdale, FL
Applications Engineering Manager

2006-2010

Gained knowledge of the Parkson pollution control product design and process details, including sand filtration, clarification, sludge collection, biological treatment, ultra fine bubble diffusion, and solar sludge drying equipment.

- Grew sales by implementing product and process knowledge to equipment specification and design tools.
- Supported sales team to generate over \$2M in revenue by partnering with representatives, studying specifications, and examining contract documents to present feasible, most profitable, and specification-matching product offering proposals.
- Cut engineering proposal preparation time by 50% by automating the product sizing/proposal generation tool for 2 complex product offerings.
- Optimized performance by analyzing equipment functionality and process data to deliver setting adjustments.
- Co-authored a technical document on Enhanced Nutrient Removal (ENR) to present at several trade shows.
- Minimized workflow gaps by directing inside sales engineers to support regional sales management.
- Employed innovative strategies to drive growth.

ADDITIONAL EXPERIENCE: Laboratory Scientist I, E-Lab Inc, Ormond Beach, FL

2004-2006

EDUCATION & PROFESSIONAL DEVELOPMENT

Bachelor of Science in Chemical Engineering, University of Florida

Associate in Arts, Brevard Community College

Process Engineering Certification (12 hours) - Program Utilizing Total Quality Management, Modeling, and Optimization

Certificate of Completion - Green Belt of Six Sigma Methodology

Certificate of Attendance - Activated Sludge Troubleshooting: Understanding and Controlling Your Plant

Certificate of Course Completion - Applied Welding Technology

Professional Certificate - Finance and Accounting for Non-Financial Managers

Certificate of Appreciation - Presented at the 81st Annual Technical Conference of PWEA

Certificate of Appreciation - Presented at the NJWEA Annual Conference

American Institute of Chemical Engineers, Member

AWWA, Member

FWPCOA, Member

WEF, Member

UF Alumni Association, Member

International Honor Society, Member

City of Pompano Beach – RLOI E-19-22

LOCATIONS

ODYSSEY MFG CO. LOCATIONS

TAMPA, FL (HQ)* – MAIN OFFICE

- Pat Allman
- Michael Azzarella
- Linnea Ison
- Jackson Reeves
- Michael Coletta
- Administration (6 staff)

GIBSONTON, FL

ORLANDO, FL

LANTANA, FL*

- Pavol Plecenik
- William Harding (Branch Manager)

*Services will be rendered from these two locations

SUBCONTRACTORS

ODYSSEY ENGINEERING COMPANY, LLC – Lakeland, FL/Tampa, FL

ODYSSEY MANUFACTURING CO. (CGC) – Tampa, FL

BLUE PLANET ENVIRONMENTAL SYSTEMS, INC. – Melbourne, FL

SENTRY INDUSTRIES – Hialeah, FL

HAWKINS CHEMICALS, INC. – FL Locations (Apopka, FL (MAIN), Big Pine Key, FL, Brooker, FL, Hollywood, FL, Labelle, FL, Terrytown, FL)

EMERGENCY RESPONSE

Odyssey's emergency response will normally come from its Lantana location. Pavol Plecenik is an experienced degreed engineer who lives in Fort Lauderdale and is based out of the Lantana location and would be available 24/7 for emergency response. Additionally, the Lantana Branch Manager (William Harding or if he is on vacation then Kurt Brigham the former Lantana Branch Manager and now one of our primary construction superintendents) would be available 24/7. Last month, there was a chemical mishap at the City of Pompano Beach Water Treatment Plant and Odyssey had personnel on-site to assess the situation within 30 minutes of the mishap.

City of Pompano Beach – RLOI E-19-22

LOCAL BUSINESS / MINORITY BUSINESS ENTERPRISE

Odyssey Manufacturing Co. typically self performs all of the proposed work under this contract and thus does not typically hire subcontractors. If the needs arises on a project for additional staffing, Odyssey would use local staffing agencies and would provide preference to staffing agencies who are MBE certified. In the past seven years, we have not had to utilize any staffing agencies to perform work under our existing maintenance contract with the City of Pompano Beach Utilities Department. When the need to hire subcontractors arises, Odyssey has used the following subcontractors in the past and would desire to continue to do so:

- 1) Electrical: Odyssey typically self-performs the electrical on all of its projects. On the Carbon Dioxide system project for the City of Pompano Beach, we did use Tower Electric because the scope of work was deemed too large for Odyssey personnel to handle. Tower Electric is an MBE-certified contractor in Palm Beach County but we do not anticipate using them for this contract. Should we need to perform a large amount of electric work, Odyssey would provide preference to local electrical contractors who are MBE certified and if none are available we would default to Tower Electric who has worked with us on a dozen projects including our Lantana facility.
- 2) Coatings: Odyssey typically subcontracts out any coating work to Hitech Coatings who is a small business out of Palm Beach County. They have done over twenty-five projects for us including several for the City of Pompano Beach. Should Hitech Coatings not be able to perform the coating work on a particular job or Pompano Beach desires for us to use a local MBE certified contractor, Odyssey would provide preference to local coating contractors who are MBE certified.
- 3) Concrete: Odyssey typically subcontracts out any concrete work to A. Genesis Construction who is an Hispanic-owned small business contractor out of Pembroke Pines. They have done over twenty projects for us including a \$400,000 project at our Lantana facility. I approached them about getting MBE and/or SBE certified and they are not interested in doing so. Should A. Genesis not be able to perform the concrete work on a particular job or Pompano Beach desires for us to use a local MBE certified contractor, Odyssey would provide preference to local concrete contractors who are MBE certified.

Thanks,
The Odyssey Mfg. Co. Team

TIER 1/TIER 2 COMPLIANCE FORM

IN ORDER FOR YOUR FIRM TO COMPLY WITH THE CITY'S LOCAL BUSINESS PROGRAM AS A TIER 1 OR TIER 2 VENDOR, BIDDERS MUST COMPLETE THE INFORMATION BELOW AND UPLOAD THE FORM TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

TIER 1 LOCAL VENDOR

___ My firm has maintained a permanent place of business within the city limits and maintains a staffing level, within this local office, of at least 10 % who are residents of the City of Pompano Beach.

And/Or

___ My firm has maintained a permanent place of business within the city limits and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 10 % of the contract value.

Or

My firm does not qualify as a Tier 1 Vendor.

TIER 2 LOCAL VENDOR

___ My firm has maintained a permanent place of business within Broward County and maintains a staffing level, within this local office, of at least 15% who are residents of the City of Pompano Beach

And/Or

___ My firm has maintained a permanent place of business within Broward County and my submittal includes subcontracting commitments to Local Vendors Subcontractors for at least 20% of the contract value.

Or

My firm does not qualify as a Tier 2 Vendor.

I certify that the above information is true to the best of my knowledge.

7/18/22
(Date)

ODYSSEY MFG. CO.
(Name of Firm)

BY: FAT ALLMAN
(Name)

LOCAL BUSINESS PARTICIPATION EXHIBIT "A"

REQUESTED INFORMATION BELOW IS ON LOCAL BUSINESS PROGRAM FORM ON THE BID ATTACHMENTS TAB. BIDDERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.


RLI Number & Title: Design, Maintenance & Repair of Chemical Feed Systems (E-19-22)

Prime Contractor's Name: Odyssey Manufacturing Co.

Name of Firm, Address	Contact Person, Telephone Number	Type of Work to be Performed/Materials to be Purchased	Contract Amount
<u>None *</u>			

* We plan on self-performing all of the work

E-19-22

 General Manager

7/18/2022

LOCAL BUSINESS EXHIBIT "D"
GOOD FAITH EFFORT REPORT LOCAL BUSINESS PARTICIPATION

RLI Number E-19-22

1. What portions of the Contract have you identified as Local Business opportunities?

None, we plan on self-performing all of the work

2. Did you provide adequate information to identified Local Businesses? Please comment on how you provided this information.

N/A

3. Did you send written notices to Local Businesses?

Yes No

If yes, please include copy of the notice and the list of individuals who were forwarded copies of the notices.

4. Did you advertise in local publications?

Yes No

If yes, please attach copies of the ads, including name and dates of publication.

5. What type of efforts did you make to assist Local Businesses in contracting with you ?

N/A

7. List the Local Businesses you will utilize and subcontract amount.

<u>N/A</u>	\$ _____
_____	\$ _____
_____	\$ _____

8. Other comments: _____



7.18.2022


EXHIBIT "E"

MINORITY BUSINESS ENTERPRISE PARTICIPATION

RLI NUMBER E-19-22

List all members of your team that are a certified Minority Business Enterprise (as defined by the State of Florida.)
You must include copies of the MBE certificates for each firm listed.

Name of Firm	Certificate Included?
None	

 General Manager
7-18-2022

City of Pompano Beach – RLOI E-19-22

LITIGATION

Odyssey has had no ligations arising due to performance within the past five (5) years.

Thanks,
The Odyssey Mfg. Co. Team

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

RLI E-19-22, DESIGN MAINTENANCE AND REPAIRS OF CHEMICAL FEED SYSTEMS
(Number) (Title)

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in this Solicitation. I have read this Solicitation and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept Contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) PAT ALLMAN Title GENERAL MANAGER

Company (Legal Registered) ODYSSEY MANUFACTURING CO.

Federal Tax Identification Number 65-0846345

Address 1484 MASSARO BLVD.

City/State/Zip TAMPA, FL 33617

Telephone No. 813-635-0339 Fax No. _____

Email Address PALLMAN@ODYSSEYMANUFACTURING.COM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRETY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB IN THE EBID SYSTEM.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent (Vendor) Name: Pat Alaman

Vendor FEIN: 65-0846345

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Further, Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of Respondent, I hereby certify by selecting the box below that the company responding to this Solicitation is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this Solicitation is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes Section 112.313.

No Yes

EXHIBIT "E" "F"

Hourly Rate		
ITEM	DESCRIPTION	COST
1	Regular time rate for service technician	\$ 105.00
2	Overtime/emergency rate for service technician	\$ 130.00
3	Regular time rate for service helper	\$ 60.00
4	Overtime rate for service helper	\$ 80.00
5	Regular time rate for day laborers	\$ 30.00
6	Overtime rate for day laborers	\$ 45.00
7	Regular time rate for engineering personnel	\$ 130.00
8	Overtime rate for engineering personnel	\$ 130.00
9	Mark up for parts	20%

City of Pompano Beach – RLOI E-19-22

EXCEPTIONS/CLARIFICATIONS

REQUEST OF REVISIONS/ NEGOTIATIONS

- 1) Under section "D", it states, "The Term of this Contract is expected to be for an initial period of five (5) years from the date of execution by both the City and the Contractor. City reserves the right to negotiate the term of its respective Contract with the Awarded Proposer.

Odyssey requests the following revision to add an annual escalation clause for hourly rates to adjust for annual salary increases and United States Department of Labor Consumer Price Index (CPI) to this section/statement.

- After the initial first year, for the remainder four (4) years of the contract, the contractor (Odyssey) has the right to adjust the "Hourly Rates", not to exceed 5% annually, based upon the increase of U.S. Labor CPI and annual salary increases. These terms must be agreed upon by the contractor and the city before the date of execution, which would be exactly twelve (12) months from the execution of the initial contract or since the last adjustment from twelve (12) months prior.

- 2) Under Subsection "K", it states, "The Contractor shall submit a copy of the original invoice for any material purchased greater than five hundred dollars (\$500.00) as a result of a repair, documenting Contractor's mark-up."

Odyssey requests the following two revisions to this section/statement.

- The amount be raised from \$500.00 to \$1,000.00.
- With regards to LOT PVC Pipe, Fittings, and Valves parts and materials ... Odyssey purchases these types of parts and materials in bulk and will not be supplying original invoices for this type of material, even if the amount exceeds \$1,000.00.

Thanks,
The Odyssey Mfg. Co. Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2022

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

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

PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	CONTACT NAME: Debbie MacGillivray PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Illinois Union Insurance Co NAIC # 27960	
INSURER B: ACE American Insurance Co 22667	
INSURER C: Zenith Insurance Company 13269	
INSURER D: Colony Insurance Company 3993	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER: Jan 2022 Master	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Per Project Applies By <input type="checkbox"/> Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU, Contractual			G24092975 013	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> HIRED PD <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			H08450377 013	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A/D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G24092987013/EXO4266669	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y		N/A	Z066828618 Item 3A: FL	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution/Professional Liability Poll Ded \$5K/Prof Ded \$25K			G24092975 013	10/01/2021	10/01/2022	Ea Poll Condition Agg 1,000,000 Pro Ea Claim Aggregate 1,000,000 Retro Date: 10/01/2009

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

The City of Pompano Beach as an additional insured as City's interests may appear in respects to General Liability when required by written contract.

CERTIFICATE HOLDER The City of Pompano Beach 1190 NE 3rd Avenue Building C Pompano Beach FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Request for Taxpayer Identification Number and Certification

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

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

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.

6 City, state, and ZIP code
Tampa, Fl. 33619

7 List account number(s) here (optional)

Requester's name and address (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.

Social security number

			-			
--	--	--	---	--	--	--

or

Employer identification number

6	5	-	0	8	4	6	3	4	5
---	---	---	---	---	---	---	---	---	---

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.

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶ **6-29-2022**

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-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.*

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

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

2021 - 2022

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

Paid 20-0-577466
09/23/2021 160.00

BUSINESS TAX RECEIPT

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

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

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO.
66972
RENEWAL

OCC. CODE

090.020001 PLUMBING CONTRACTOR

1 Employees

Receipt Fee	18.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00
CFC057182	

BUSINESS WING DAVID ALBERT
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2021 - 2022

NAME WING DAVID ALBERT
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

Paid 20-0-577466
09/23/2021 58.00

BUSINESS TAX RECEIPT

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

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

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO.
66971
RENEWAL

OCC. CODE

090.000004 CONTRACTOR

1 Employees

Receipt Fee	18.00
Hazardous Waste Surcharge	40.00
Law Library Fee	0.00
CGC1516698	

BUSINESS COGDILL MICHAEL J
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2021 - 2022

NAME COGDILL MICHAEL J
MAILING ODYSSEY MANUFACTURING CO
ADDRESS 1484 MASSARO BLVD
TAMPA, FL 33619

Paid 20-0-577466
09/23/2021 58.00

BUSINESS TAX RECEIPT

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

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

Ron DeSantis, Governor

Halsey Beshears, Secretary



**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, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2022

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April 14, 2021

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS & 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; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 14, 2021, 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 14th day of April, 2021.

A blue ink signature of Stephen Sidelko, consisting of a stylized 'S' followed by a cursive 'idelko'.

Stephen Sidelko, Secretary

CORPORATE SEAL

A black ink signature of Marvin T. Rakes, featuring a large, stylized 'M' and 'R' followed by 'akes' in cursive.

Marvin T. Rakes, President

