TOWN OF HIGHLAND BEACH
TOWN COMMISSION MEETING
AGENDA

Thursday, November 05, 2026 AT 1:30 PM

TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

Town Commission

Natasha Moore	**Mayor**
David Stern	**Vice Mayor**
Donald Peters	**Commissioner**
Judith M. Goldberg	**Commissioner**
Jason Chudnofsky	**Commissioner**
Marshall Labadie	**Town Manager**
Lanelda Gaskins	**Town Clerk**
Leonard G. Rubin	**Town Attorney**

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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF THE AGENDA**
5. **PRESENTATIONS / PROCLAMATIONS**

   A. Resolution No. 2026-017

   A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

   B. Veterans Day Proclamation

6. **PUBLIC COMMENTS**

   Public Comments will be limited to five (5) minutes per speaker.

7. **ORDINANCES (**Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 25, "Streets, Sidewalks, Bicycle/Walking Paths, and Right-of-Way," of the Town Code of Ordinances by adopting a New Section 25-26, "Regulations Governing Sidewalks and Multi-Use Pathways" to prohibit the use of motorized vehicles and devices; amending Division 5, "Supplemental Code Compliance Procedures," of Article V, "Boards and Committees," of Chapter 2, "Administration," of the Town Code of Ordinances to provide for enforcement of Section 25-26 through the issuance of code citations; amending Article I, "In General," of Chapter 16, "Motor Vehicles and Traffic," of the Town Code of Ordinances by repealing existing bicycle and walking path regulations and additional regulations superseded by state law; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

8. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

October 20, 2026 Town Commission Meeting

B. Approve and authorize the Mayor to execute an agreement with Mock Roos & Associates, Inc. for consulting services to evaluate the condition and performance of Upper Floridan Aquifer Well No. 8 project in an amount not to exceed $96,772.00. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-012.)

C. Approve and authorize three proposals from Odyssey Manufacturing Co. for the replacement of aging chemical storage equipment at the Water Treatment Plant and related components in an amount of $161,481.64, pursuant the City of Pompano Beach Agreement for Professional/Consulting Services No. 1693. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-002.)

D. Approve and authorize Town Staff to purchase specific bulk chemicals from Interacid North America, Inc. and Burnett Lime Company in an amount not to exceed $124,657.70 for the Water Treatment Plant Treatment pursuant the City of Oviedo Amendment and Renewal Agreement, Invitation to Bid 24-21. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-002.)

E. Approve and authorize the Mayor to execute a contract with G3 Contracting, Inc. in an amount not to exceed $504,436.00 for Lift Station No. 2 Rehabilitation, in accordance with Invitation to Bid No. 26-006. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-001.)

9. UNFINISHED BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

None.

10. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

None.

11. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Vice Mayor David Stern

Mayor Natasha Moore

12. TOWN ATTORNEY'S REPORT

13. TOWN MANAGER'S REPORT

14. ANNOUNCEMENTS

Board Vacancies

Code Enforcement Board	One (1) vacancy for a three-year term
Financial Advisory Board	One (1) vacancy for a three-year term
Natural Resources Preservation Advisory Board	One (1) Vacancy for an unexpired term ending April 2027

Meetings and Events

November 10, 2026	1:00 P.M.	Special Magistrate Hearing
November 11, 2026	Town Hall Closed in observance of Veterans Day	
November 12, 2026	9:30 A.M.	Planning Board Regular Meeting

November 26 - 27, 2026 Town Hall Closed in observance of Thanksgiving

Board Action Report

None.

15. ADJOURNMENT

NOTICE: If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

File Attachments for Item:

A. Resolution No. 2026-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Commission Meeting

MEETING DATE November 05, 2026

SUBMITTED BY: Jaclyn DeHart, Deputy Town Clerk

THROUGH Lanelda Gaskins, Town Clerk

SUBJECT: Resolution No. 2026-017

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

SUMMARY:

Consideration of Resolution No. 2026-017 ratifying the selection, appointments, and term of office of a member of the Planning Board (PB); and providing for an effective date.

On October 02, 2026, one (1) Board Members term ended which created one (1) vacancy.

The Town Clerk's Office received two (2) board applications for Town Commission consideration. The applicants' name are as follows:

Barry Donaldson (TOSCANA)
Eric Goldenberg (REGENCY HIGHLAND)

Mr. Goldenberg previously served on the Planning Board from 2019 until 2025, when his second consecutive term ended and he took the mandatory one-year hiatus from the board.

As set forth in Sec. 2-99, in the Town' s code, terms for all boards shall be three (3) years and no board member may serve more than two (2) consecutive terms on the same board without first taking a one-year hiatus from the board. Appointments for partial terms shall not count toward the two-term limit. Additionally, in accordance with Resolution 19-029, the Human Resources Department reported preliminary background checks on all applicants to the Town Clerk's Office. The background check results disclosed there were no objectionable findings. In addition, there were no code violations.

FISCAL IMPACT:

N/A

ATTACHMENTS:
Barry Donaldson application, resume, and vetting form.
Eric Goldenberg application and vetting form.
Resolution No. 2026-017

RECOMMENDATION:

With the Commission’s consideration, Staff recommends the adoption of Resolution No. 2026-017 for one applicant to serve a term as outlined in the resolution.

RESOLUTION NO. 2026-017

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERMS OF OFFICE OF MEMBERS OF THE PLANNING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 20, Article II, Sec. 20-26 of the Town's Code of Ordinances establishes the Planning Board and governs the membership, qualification, function, and rules of the Planning Board; and

WHEREAS, these provisions of the Code also establish the selection, appointment, and terms of office of members of the Planning Board; and

WHEREAS, effective on October 2, 2026, one (1) members term ended, thereby opening one (1) vacancy on the Board; and

WHEARAS, the Town Clerk's Office received two (2) applications for consideration; and

WHEREAS, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

WHEREAS, the chairperson of the Planning Board interviewed the applicants and recommends that the Town Commission appoint one applicant to the Board; and

WHEREAS, Town residents interested in serving on or continuing to serve on the Planning Board have submitted a board application for the Town Commission's consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission.

Section 2. Consistent with the Town's Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Planning Board for a three-year expiring November 04, 2029, as follows:

Board Member _____

Section 3. This Resolution shall become effective upon adoption.

DONE AND ADOPTED by the Town Commission of the Town of Highland Beach, Florida, this **05th** day of **November** 2026.

ATTEST:

_____
Natasha Moore, Mayor

REVIEWED FOR LEGAL SUFFICIENCY

_____
Lanelda Gaskins, MMC
Town Clerk

_____
Leonard G. Rubin, Town Attorney
Town of Highland Beach

VOTES:	**YES**	**NO**
Mayor Natasha Moore		
Vice Mayor David Stern		
Commissioner Evalyn David		
Commissioner Donald Peters		
Commissioner Judith M. Goldberg		

Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561) 278-4548 Fax: (561) 265-3582

RECEIVED
MAY 02 2025
Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: Barry L Donaldson PHONE: 561-445-6446

HOME ADDRESS: 3700 S Ocean Blvd APT. NO. 1608

SUBDIVISION: _____ EMAIL ADDRESS: bdonaldson@donaldsongroup

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

2	Board of Adjustment & Appeals	____	Code Enforcement Board
____	Financial Advisory Board	____	Natural Resources Preservation Board
1	Planning Board	3	Town Commission ***(**If vacancy**)
		____	Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach?	Yes ☑	No ☐
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes ☑	No ☐
Are you currently serving on a Town Board?	Yes ☐	No ☑
Have you ever served on a Town Board/Committee?	Yes ☑	No ☐

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

Commissioner, Town of Highland Beach (Feb 2019-March 2020 vacancy appointment)
~~League of Cities, policy committee for Utilities, Natural Resources & Public Works~~

Are you willing to attend monthly board meetings? In (Person / Teleconference)	Yes ☑	No ☐
Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.	Yes ☑	No ☐

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

Refer to attached Resume.

Please summarize your volunteer experience(s):

Refer to attached Resume.

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best if my knowledge.

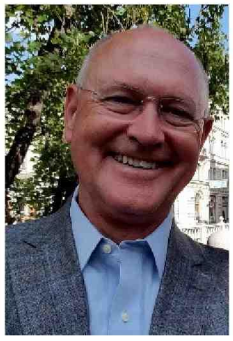
Barry Donaldson

Signature of Applicant

May 2, 2025

Date

☑ Resume Attached



Barry L. Donaldson

Founder and Architect (FL 9877), Donaldson Group Architects PA
HIGHLAND BEACH RESIDENT SINCE FEBRUARY 2001

BACKGROUND and EDUCATION:

Barry is a 1973 graduate of the five-year Bachelor of Architecture program at the University of Kentucky. Following graduation, he worked for a non-profit agency in Lexington, Kentucky on low-income tenant housing issues. He was then retained to assist the first Commissioner for Parks, Housing and Community Development in the newly formed Lexington Fayette Urban County Government to establish Section 8 housing programs and assist displaced residents during construction of a large-scale civic project.

Mr. Donaldson then pursued his architectural career with Omni Architects where he rose to the position of Senior Associate as the firm grew from three to over thirty employees. It was during that tenure that he became involved in hotel and resort design. He left the firm after six years to become the managing architect in Florida for Arcop Architects. As a principal of the firm, he led design teams for major hotel and performing arts center projects. Subsequently he founded his own firm, Donaldson Group Architects in 1989, with a specialty in hotel and resort design.

Barry is an NCARB certified architect with projects to his credit in Kentucky, Florida, New Jersey, Indiana, North Carolina, St. Thomas and Sao Paulo, Brazil.

In 2020 he earned certification from Cornell University for Hotel Real Estate Investments and Asset Management.

CIVIC INVOLVEMENT NARRATIVE:

In February of 2019 Barry was selected to fill a vacancy as a Commissioner for the Town of Highland Beach. Due to the timing of the vacancy, he served in that capacity for a little over one year. During that time, he worked diligently and cooperatively with other Commissioners to fill a Vice-Mayor vacancy, address a backlog of issues and ordinances, advanced a referendum for town improvements, and adopt the first purpose-based budget for the town under Town Manager Marshall Labadie.

He also served on the League of Cities policy committee for Utilities, Natural Resources & Public Works.

He advocated strongly for the continued water quality in Highland Beach and supported initiatives to improve infrastructure, increase storm resiliency and enhance the three-mile walkway along A1A.

From these and other involvements he became more familiar with the Town Charter, ordinances, and departmental operations under our City Manager form of government.

SUMMARY of CIVIC AND VOLUNTEER WORK:

Commissioner, Town of Highland Beach (Feb 2019-March 2020 vacancy appointment)
League of Cities, policy committee for Utilities, Natural Resources & Public Works.
Chairman, Highland Beach Board of Adjustment and Appeals, 2012-2016
Member, Highland Beach Planning Board, 2016-2019
Town of Highland Beach, candidate for Commissioner 2017
Town of Highland Beach A1A Entrance Signage Design.
Member, Highland Beach committee to evaluate solid waste disposal Request for Proposals
Volunteer review of renovation plans for Town Hall.
Prior Member, Board of Directors, Toscana North Condominium Association (prior President, Vice-President, Treasurer, Secretary)
Member of Distinction and Silver Eagle Society, Honorable Order of Kentucky Colonels
Member, American Institute of Architects, Palm B[illegible]pter (former Treasurer)

MEMORANDUM

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: EVE Rosen

DATE: 10/1/24

SUBJECT: Initial Vetting of Applicant:

==========

On SEPT 17 (date), I met with Eric Goldenberg (applicant's name) to discuss his/~~her~~ community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

Eric has previous experience on commission, is familiar with the issues that are frequently presented and will be a great addition

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

☒ For the Appointment of this Applicant

☐ Against the Appointment of this Applicant

Signature of Board Chairperson

Town of Highland Beach
Town Clerk's Office
3614 S. Ocean Boulevard
Highland Beach, Florida 33487
Phone: (561) 278-4548 Fax: (561) 265-3582

RECEIVED
AUG 14 2026
Town of Highland Beach, FL
Town Clerk's Office

BOARDS AND COMMITTEES APPLICATION

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card.*

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided within this application may therefore be subject to public disclosure.

NAME: ERIC GOLDENBERG PHONE: 610-613-7420

HOME ADDRESS: 3912 S. OCEAN BLVD #1102 APT. NO. _____

SUBDIVISION: REGENCY EMAIL ADDRESS: gldnbrg@gmail.com

PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 7, WITH 1 BEING YOUR FIRST CHOICE AND 7 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)

_____ Board of Adjustment & Appeals	_____ Code Enforcement Board
_____ Financial Advisory Board	_____ Natural Resources Preservation Board
X Planning Board	_____ Town Commission ***(**If vacancy**)
	_____ Other Board /Committee

PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:

Are you a resident of Highland Beach?	Yes ☒	No ☐
Are you a registered voter in Highland Beach/Palm Beach County, FL?	Yes ☒	No ☐
Are you currently serving on a Town Board?	Yes ☐	No ☒
Have you ever served on a Town Board/Committee?	Yes ☒	No ☐

If Yes, please indicate the Board(s)/Committee(s) and dates of service:

PLANNING BOARD 7YRS

Are you willing to attend monthly board meetings? In (Person / Teleconference) Yes ☒ No ☐

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee. Yes ☒ No ☐

Please list any special talent, qualification, education, or professional experience that would contribute to your service on the Board/Committee you have selected?

CHAIRMAN OF PLANNING BOARD FOR 5 YRS

Please summarize your volunteer experience(s):

POLICE + FIRE FOUNDATION OF HIGHLANDS BEACH BOARD MEMBER

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis.

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years.

I hereby certify that the statements and answers provided are true and accurate to the best if my knowledge.

Signature of Applicant

8/14/26
Date

☐ Resume Attached

MEMORANDUM

RECEIVED
OCT 29 2026
Town of Highland Beach, FL
Town Clerk's Office

TO: Lanelda Gaskins, MMC, Town Clerk

FROM: Eve Rosen

DATE: Oct 29 2026

SUBJECT: Initial Vetting of Applicant:

==========

On Oct 29 2028 (date), I met with Barry Donaldson (applicant's name) to discuss his/her community involvement, education, professional experiences and the positive impact he/she could bring to this Board for the betterment of the Highland Beach community.

Detail Explanation:

I spoke with Barry and he is interested in a more active commission than his present commission.

Based upon my review of the Resume', the Board Application and the Interview today, my recommendation is as follows:

☒ For the Appointment of this Applicant

☐ Against the Appointment of this Applicant

_____

Signature of Board Chairperson

From: eve rosen
To: Jaclyn Dehart
Subject: Town Board Vetting Fillable Form_20261029-0921
Date: Thursday, October 29, 2026 9:26:53 AM
Attachments: Town Board Vetting Fillable Form_20261029-0921.pdf

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I dont have an auto signature. But here is the form
Eve

File Attachments for Item:

B. Veterans Day Proclamation

Town of Highland Beach, Florida

Proclamation

Recognizing November 11, 2026, as Veterans Day and Honoring All Who Have Served and Are Serving Our Country

WHEREAS, the United States of America stands as a beacon of liberty, justice, and democracy, values preserved by the unwavering dedication of the brave men and women who have served and continue to serve in our nation's military; and

WHEREAS, the freedoms we hold dear come at a tremendous cost, borne not only by those in uniform but also by their families, who have shared in the sacrifices that service demands; and

WHEREAS, on this Veterans Day, we gather as a community to recognize and honor the courage, resilience, and selflessness of veterans and active-duty personnel, both past and present, whose sacrifices have safeguarded our way of life; and

WHEREAS, it is fitting and proper that we, as a community, honor our local veterans, including our residents and employees who have worn the uniform, expressing our gratitude for their service and steadfast commitment to our nation; and

WHEREAS, our community stands united in appreciation, recognizing that our veterans' bravery has enabled us to live in peace and freedom, and are committed to honor their legacy through gratitude and support.

NOW, THEREFORE, I, NATASHA MOORE, MAYOR of the Town of Highland Beach, Florida, on behalf of the Town Commission, do hereby proclaim November 11, 2026, as

Veterans Day

in our community. I encourage all citizens to recognize the service and sacrifice of our veterans and their families and to join together in honoring their dedication, courage, and contributions to our nation.

IN WITNESS WHEREFORE, I have hereunto set my hand and caused the official seal of the Town of Highland Beach, Florida to be affixed this 5th day of November 2026.

_____

NATASHA MOORE
MAYOR

File Attachments for Item:

A. Proposed Ordinance

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, amending Chapter 25, "Streets, Sidewalks, Bicycle/Walking Paths, and Right-of-Way," of the Town Code of Ordinances by adopting a New Section 25-26, "Regulations Governing Sidewalks and Multi-Use Pathways" to prohibit the use of motorized vehicles and devices; amending Division 5, "Supplemental Code Compliance Procedures," of Article V, "Boards and Committees," of Chapter 2, "Administration," of the Town Code of Ordinances to provide for enforcement of Section 25-26 through the issuance of code citations; amending Article I, "In General," of Chapter 16, "Motor Vehicles and Traffic," of the Town Code of Ordinances by repealing existing bicycle and walking path regulations and additional regulations superseded by state law; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date.

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *11/5/2026*

SUBMITTED BY: Leonard G. Rubin, Town Attorney

SUBJECT: **Ordinance First Reading** – Ordinance Regulating Sidewalks and Multi-Use Pathways (Prohibition Against Electric Bicycles, Electric Scooters, and Other Micromobility Devices)

SUMMARY:

As discussed with the Town Commission last month, the attached Ordinance would ban all motorized vehicles (electric bicycles, electric scooters, and other micromobility devices) from all sidewalks and multi-use pathways within the Town, including the multi-use pathway adjacent to State Road A1A. As the Town Manager reported, the Florida Department of Transportation indicated that it had no concerns with the Town's adoption and enforcement of such an Ordinance within its right-of-way. To that end, this office finalized and modified the draft Ordinance previously presented to the Commission.

As proposed, the Ordinance adopts a new Section 25-26 of the Town Code prohibiting a person from operating or riding a motor vehicle, a motorized scooter, a micromobility device, or an electric bicycle on any sidewalk or multi-use pathway within the Town, including the multi-use pathway within the State Road A1A right-of-way. The definitions for the terms electric bicycle and motorized scooter are derived from the Florida Statutes. A motor vehicle includes any self-propelled vehicle not operated on rails or a guideway, excluding an electric bicycle, motorized scooter, or micromobility device. A micromobility device is defined as a motorized transportation device not otherwise defined as an electric bicycle or a motorized scooter.

The Ordinance's restrictions would not apply to: (1) law enforcement officers, emergency responders, public safety personnel, or other Town personnel acting within the scope of their official duties; (2) motorized wheelchairs or other mobility devices operated by persons with a disability; (3) the temporary crossing of a sidewalk or multi-use pathway while entering or exiting a driveway; and (4) any prohibited device being walked or carried, rather than operating under power. While now authorized by statute, the Town Ordinance does **not** impose minimum age requirements for electric bicycles, nor does it require the operator of an electric bicycle to possess a government-issued photographic identification. In order to allow for sufficient public education, the Ordinance shall not become effective until forty-five (45) days after adoption by the Commission.

The Ordinance would be enforced through the issuance of code citations pursuant to Division 5 of Chapter 2 of the Town Code. To that end, the Ordinance amends Section 2-173 of the Town Code to add a violation of Section 25-26 to the list of Class II violations. Consequently, the fine would be $50.00 for a first violation and $100.00 for repeat violations. A code enforcement officer or law enforcement officer would retain the discretion to issue a warning in lieu of a citation. Any violator may challenge the Town's issuance of a citation before the Town's Special Magistrate; however, if a citation is challenged and the Magistrate upholds the citation, the Magistrate has the discretion to determine the amount of the fine (no more than $500.00) and impose administrative costs.

Finally, the Ordinance amends Chapter 16 of the Town Code of Ordinance to remove existing regulations governing the operation of motor vehicles which would be superseded by the new regulations or are otherwise governed by Florida Statutes (such as driving while intoxicated or possession of open containers). The deletion of Section 16-9 of the Town Code does not remove the speed limits within the Town because the Florida Department of Transportation has the exclusive authority to establish speed limits on state roadways, and the Town has the statutory authority to establish speed limits on local roadways. Additionally, speed limits are enforced through the issuance of uniform citations and not code citations.

Revisions made to the Ordinance since it was originally brought before the Town Commission include:

- The title has been modified to specifically reference the prohibition against motorized vehicles and devices.
- The term multi-use pathway has been defined to mean a designated pathway designed and intended for shared use by pedestrians, bicyclists, and other non-motorized users.
- The exceptions were modified to include "other Town personnel acting within the scope of their duties" and **any** temporary crossing of a sidewalk or multi-use pathway when entering or exiting a driveway.

FISCAL IMPACT:

There is no immediate fiscal impact

ATTACHMENTS:
Proposed Ordinance

RECOMMENDATION:

Staff recommends Town Commission consideration of adoption of the attached Ordinance on first reading.

TOWN OF HIGHLAND BEACH
PROPOSED ORDINANCE

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AMENDING CHAPTER 25, "STREETS, SIDEWALKS, BICYCLE/WALKING PATHS, AND RIGHTS-OF-WAY," OF THE TOWN CODE OF ORDINANCES BY ADOPTING A NEW SECTION 25-26, "REGULATIONS GOVERNING SIDEWALKS AND MULTI-USE PATHWAYS" TO PROHIBIT THE USE OF MOTORIZED VEHICLES AND DEVICES; AMENDING DIVISION 5, "SUPPLEMENTAL CODE COMPLIANCE PROCEDURES," OF ARTICLE V, "BOARDS AND COMMITTEES," OF CHAPTER 2, "ADMINISTRATION," OF THE TOWN CODE OF ORDINANCES TO PROVIDE FOR ENFORCEMENT OF SECTION 25-26 THROUGH THE ISSUANCE OF CODE CITATIONS; AMENDING ARTICLE I, "IN GENERAL," OF CHAPTER 16, "MOTOR VEHICLES AND TRAFFIC," OF THE TOWN CODE OF ORDINANCES BY REPEALING EXISTING BICYCLE AND WALKING PATH REGULATIONS AND ADDITIONAL REGULATIONS SUPERSEDED BY STATE LAW; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Highland Beach, Florida, is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission of the Town of Highland Beach finds that existing sidewalks and multi-use pathways within the Town are primarily for pedestrian use, and the operation of motor vehicles, motorized scooters, and electric bicycles on such sidewalks and multi-use pathways creates safety hazards for pedestrians, particularly along high-traffic corridors such as State Road A1A; and

WHEREAS, Section 316.008, Florida Statutes, authorizes municipalities to regulate traffic within their jurisdiction, including the use of sidewalks and multi-use pathways; and

WHEREAS, Sections 316.2065 and 316.20655, Florida Statutes, regulate bicycles and electric bicycles but allows local governments to adopt additional regulations not in conflict with state law; and

WHEREAS, the Town Commission finds that prohibiting motor vehicles, motorized scooters, electric bicycles, and other motorized micromobility devices on sidewalks and multi-use pathways is necessary for the protection of the public health, safety, and welfare, with specified exceptions; and

WHEREAS, the Town Commission determines that this prohibition shall be enforced through the issuance of code enforcement citations; and

WHEREAS, in adopting these regulations, the Town Commission wishes to repeal a conflicting section of Chapter 16 of the Town Code of Ordinances, as well as repeal outdated Code provisions that have been superseded by state law.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing facts and recitations contained in the preamble to this Ordinance are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2. The Town Commission hereby amends Chapter 25, "Streets, Sidewalks, Bicycle/Walking Paths, and Right-of-Way, of the Town Code of Ordinances, by adopting new Section 25-26 to read as follows (additional language underlined):

Sec. 25-26. Regulations governing sidewalks and multi-use pathways.

(a) *Definitions*. For the purposes of this section, the following terms shall have the meanings set forth below consistent with Chapter 316, Florida Statutes:

Electric bicycle means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for use by the rider and a motor of less than 750 watts, as defined in Section 316.003, Florida Statutes, and classified as Class 1, Class 2, or Class 3.

Micromobility device means any motorized transportation device not otherwise defined as an electric bicycle or motorized scooter.

Motor vehicle means any self-propelled vehicle not operated upon rails or a guideway, but not including any bicycle, electric bicycle, motorized scooter or micromobility device as defined herein.

Motorized scooter means any vehicle that is powered by a motor with or without a seat or saddle for use of the rider, which is designed to travel on not more

than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground, as defined in Section 316.003, Florida Statutes, as amended.

Multi-use pathway means a designated pathway designed and intended for shared use by pedestrians, bicyclists, and other non-motorized users.

(b) *Prohibition.* It shall be unlawful for any person to operate or ride a motor vehicle, a motorized scooter, a micromobility device, or an electric bicycle upon any sidewalk or multi-use pathway within the Town of Highland Beach. This prohibition applies to all sidewalks and multi-use pathways within the Town's municipal boundaries, including the multi-use pathway located along or adjacent to State Road A1A.

(c) *Exceptions.* The provisions of this section shall not apply to:

(1) Law enforcement officers, emergency responders, public safety personnel, or other town personnel acting within the scope of their official duties;

(2) Motorized wheelchairs or other mobility devices operated by persons with disabilities;

(3) The temporary crossing of a sidewalk or multi-use pathway when entering or exiting a driveway; or

(4) Any prohibited device being walked or carried, rather than operated under power.

(d) *Enforcement and penalties.* Violations of this section shall be enforced through the issuance of code citations in accordance with Division 5, "Supplemental Code Compliance Procedures," of Chapter 2 of the Town Code of Ordinances.

Section 3. The Town Commission hereby amends Division 5, "Supplemental Code Compliance Procedures," of Article V, "Board and Committee," of Chapter 2, "Administration," by amending Section 2-174 to read as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 2-174. - Classification of infractions.

(a) *Class I.*

(1) Violations of the parking code of the town, as adopted in chapter 16 of the Code of Ordinances.

(2) Violations involving recreational vehicles or boats.

(3) Obstruction of public right-of-way.

(4) Violations involving solid waste, refuse, garbage, rubbish or trash.

(b) *Class II.*

(1) Violations of the building code of the town, as adopted in section 6-26 of the Code of Ordinances, not specifically enumerated in this division.

(2) Violations of the property maintenance code, as adopted in section 6-29 of the Code of Ordinances, and as amended from time to time, not specifically enumerated in this division.

(3) Violations involving fences, walls or hedges.

(4) Violations of the sign code, as adopted in chapter 23 of the Code of Ordinances, not specifically enumerated in this division.

(5) Abandoned property on private property.

(6) Violations involving landscaping.

(7) Violations involving a required visibility triangle.

(8) Violations of the Code of Ordinances not specifically enumerated in this division.

(9) Repeat parking violations.

(10) Violations of sidewalk and multi-use pathway regulations, as adopted in section 25-26 of the Code of Ordinances.

(c) *Class III.*

(1) Performing work without a required permit.

(2) Violations of the construction site code, as adopted in chapter 16 of the Code of Ordinances.

(3) Violations of the zoning ordinance, as adopted in chapter 30 of the Code of Ordinances, not specifically enumerated in this section.

(4) Violations of licenses and license taxes code, as adopted in chapter 15 of the Code of Ordinances.

(5) Prohibited or unsafe signs.

(6) Violations of "cease and desist" or "stop work" orders.

(7) Repeat violations.

Section 4. The Town Commission hereby amends Article I, "In General," of Chapter 16, "Motor Vehicles and Traffic," to read as follows (deleted language ~~stricken through~~):

~~**Sec. 16-8. - Operation of motor vehicles on bicycle/walking path.**~~

~~It shall be unlawful for any person to drive, operate or cause to be driven or operated any motor vehicle of over twenty (20) horsepower or less than four (4) wheels on any bicycle/walking path.~~

~~**Sec. 16-9. - Speed restrictions.**~~

~~It shall be unlawful for any person to operate any motor vehicle, or other vehicle recklessly or carelessly or at a dangerous rate of speed or negligently on any street in the town. No person shall operate any vehicle at a rate of speed greater than thirty-five (35) miles per hour on SR A1A and twenty (20) miles per hour on any road other than SR A1A.~~

~~**Sec. 16-10. - Operation of vehicle while intoxicated.**~~

~~It shall be unlawful for any person, while in an intoxicated condition or under the influence of intoxicating liquors or narcotic drugs, to drive, operate or cause to be driven or operated, on or over any of the highways, thoroughfares or streets within the town any automobile, truck or vehicle or motorcycle or any other vehicle propelled by gasoline, gas, vapor, electricity, steam or other power.~~

~~**Sec. 16-11. - Consumption of alcoholic beverages, possession of open containers in motor vehicles.**~~

~~(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:~~

~~*Beverage law* means F.S. chs. 561, 562, 563, 564, 565, 567 and 568.~~

~~*Container* means any bottle, carton or other vessel of alcoholic beverage.~~

~~*Motor vehicle* means any vehicle which is not powered by muscular power.~~

~~*Open container* means any container on which the seal is broken.~~

~~*Person* means any natural person.~~

~~*Public or semipublic area open for vehicular travel* means all public and private roads, streets, highways, lanes, alleys, parking lots and parking areas on which the public is expressly or implicitly invited to travel by motor vehicle or which are otherwise open for vehicular travel. It shall not include areas such as private driveways of property serving single or multiple dwelling units or condominium parking lots.~~

~~(b) *Findings of fact:*~~

~~(1) Consumption of alcoholic beverages or possession of open containers of alcoholic beverages while in or on motor vehicles leads to, and encourages:~~

~~a. The operation and control of motor vehicles while impaired; and~~

~~b. Distracting and disorderly conduct of passengers including, but not limited to, littering.~~

~~(2) The uncontrolled consumption of alcoholic beverages in or on motor vehicles is detrimental to the health, safety and general welfare of the public.~~

~~(c) *Possession or consumption prohibited*. It shall be unlawful for any person to possess any container of alcoholic beverage, except an original container with the seal unbroken, or to consume any alcoholic beverage, in or on a motor vehicle being operated or parked on a public or semipublic area open for vehicular travel.~~

~~(d) *Exceptions*. This section shall not apply to:~~

~~(1) Any person engaged in picking up empty beverage containers for the purpose of collecting the deposit or value of the bottle or can itself, nor to any person taking part in a litter control campaign.~~

~~(2) The possession of open container by any licensed distributor or licensed vendor of alcoholic beverages, provided that such alcoholic beverage is being transported solely for commercial purposes.~~

~~(3) The transportation of any open container of alcoholic beverage in or on any motor vehicle provided that such container is in a compartment of the vehicle not readily accessible to the driver or passengers.~~

~~(4) The transportation of any open container or consumption of alcoholic beverage in or on any motor vehicle duly licensed and operated for hire to transport passengers, such as charter buses, regularly scheduled buses, taxicabs and the separate passenger compartments of limousines; provided the operator thereof is not in immediate possession of, or engaged in the consumption of, any alcoholic beverage or open container of alcoholic beverage.~~

~~(5) The operation, for a consideration, of any motor vehicle by an individual duly licensed and supplied by a chauffeur service, either public or private, limousine service, taxicab company or bus company; provided the operator thereof is not in immediate possession of, or engaged in the consumption of, any alcoholic beverage or open container of alcoholic beverage, and is operating the vehicle while under and in the scope of the employment of a chauffeur service, either public or private, limousine service, taxicab company or bus company. The operator must have in his possession evidence of employment by a bona fide chauffeur service, either public or private, limousine service, taxicab company or bus company.~~

~~(e) *Penalty*. Any person found guilty of violating the provisions of this section shall be punished with a fine not to exceed five hundred dollars ($500.00).~~

~~(f) *Enforcement*. It shall be the duty and responsibility of all appropriate law enforcement officers to enforce the provisions of this section.~~

~~(g) *Conformance with county law*. Insofar as any provision of this section shall conflict with or duplicate county law, the provisions of this section shall control.~~

~~Sec. 16-12. - Operation by persons under sixteen years.~~

~~Except as otherwise provided by law, it shall be unlawful for any person to operate any motor vehicle over or upon any of the public streets of the town who is less than sixteen (16) years of age. The parents of such child may also be punished for permitting the child to operate the motor vehicle, and any person who rents any such vehicle to any person under such age shall be guilty of violation of this chapter.~~

Section 5. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 6. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. Codification. Sections 2 and 3 of the Ordinance may be made a part of the Town Code of Ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section," "division," or any other appropriate word.

Section 8. **Effective Date**. This Ordinance shall be effective forty-five (45) days after adoption.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Judith M. Goldberg
Commissioner Donald Peters
Commissioner Jason Chudnofsky

PASSED on first reading at the Regular Commission meeting held on this _____ day of _____, 2026.

The foregoing Ordinance was moved by _____, seconded by _____ and upon being put to the vote, the vote was as follows:

Mayor Natasha Moore
Vice Mayor David Stern
Commissioner Judith M. Goldberg
Commissioner Donald Peters
Commissioner Jason Chudnofsky

PASSED AND ADOPTED on second and final reading at the Regular Commission meeting held on this _____ day of _____, 2026.

_____
Natasha Moore, Mayor

ATTEST:

REVIEWED FOR LEGAL SUFFICIENCY

_____ _____

Lanelda Gaskins, MMC
Town Clerk

Leonard G. Rubin, Town Attorney
Town of Highland Beach

File Attachments for Item:

A. Approval of Meeting Minutes

October 20, 2026 Town Commission Meeting

DRAFT

TOWN OF HIGHLAND BEACH
TOWN COMMISSION MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

Date: October 20, 2026
Time: 1:30 PM

1. CALL TO ORDER

Mayor Moore called the meeting to order at 1:30 P.M.

2. ROLL CALL

Commissioner Jason Chudnofsky
Commissioner Judith Goldberg
Commissioner Donald Peters
Vice Mayor David Stern
Mayor Natasha Moore
Town Manager Marshall Labadie joined via Zoom
Town Attorney Leonard Rubin
Town Clerk Lanelda Gaskins

3. PLEDGE OF ALLEGIANCE

The Town Commission led the Pledge of Allegiance to the United States of America.

4. APPROVAL OF THE AGENDA

There were no changes to the agenda.

MOTION: Goldberg/Stern – A motion was made and seconded to approve the revised agenda. The motion passed unanimously, 5 to 0.

5. PRESENTATIONS / PROCLAMATIONS

A. State Legislative Updates by State Representative Peggy Gossett-Seidman, District 91

State Representative Peggy Gossett-Seidman, District 91, provided an update on legislative initiatives and projects affecting the Town, including state appropriations secured for the shared pathway repaving project, efforts to expedite Florida Department of Transportation permits, and the legislature's continuous review of Amendment 3 – Property Tax regardless of the outcome of the November 3 General Election.

She highlighted several legislative accomplishments, including increased funding for pre-K and K-12 education, $30 million for Florida Atlantic University's medical school expansion, $5.5 million for waterway cleanup and derelict vessel removal in Lake Boca, and additional funding for school safety and mental health services. She also discussed the proposed pedestrian tunnel beneath Spanish River Boulevard along the El Rio Trail, elevator repairs in older condominium buildings, and continued homeowners' association (HOA) reform efforts.

The Town Commission and Town Manager Labadie thanked State Representative Gossett-Seidman for her continued support and assistance in securing state appropriations for the Town's marine dock, crosswalk improvements, and shared pathway projects.

B. October 7, 2026 as a Day of Remembrance Proclamation

Mayor Moore read the proclamation in full, proclaiming October 7, 2026, as a Day of Remembrance in Highland Beach.

6. PUBLIC COMMENTS (Public Comments will be limited to five (5) minutes per speaker.)

The following individuals provided public comments:

Evalyn David

7. ORDINANCES (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. Ordinance No. 2026-003 (Second Reading/Public Hearing)

An Ordinance of the Town Commission of the Town of Highland Beach, Florida, consolidating and updating the Town's regulations for the Protection of the Ocean Ridge; amending Article V, "Seawalls; Bulkheads; Retaining Walls, of Chapter 6, “Buildings and Structures," of the Town Code of Ordinances by amending Section 6-127, “Construction," to remove conflicting regulations; amending Article V, "Natural Resources," of Chapter 30, “Zoning Code," of the Town Code of Ordinances by amending Section 30-83, “Bulkheads, Seawalls, and Groins," to clarify and update the regulations applicable to all construction activities east of State Road A1A; providing for the repeal of all ordinances in conflict; providing for severability and codification; and providing for an effective date (First Reading was August 11, 2026.)

Mayor Moore read the title of Ordinance No. 2026-003, a second reading/public hearing. The Town Commission had no further discussion, and Mayor Moore opened the public hearing.

Ms. Jennifer Chapkin, an attorney representing the property owner of three contiguous oceanfront lots, and Albanese Builders, provided comments and inquired about the Town working with the Florida Department of Environmental Protection (FDEP) and the town's permit process related to this matter.

Town Manager Labadie responded that FDEP's process is its own and the Town cannot direct its timing. The Town will communicate this ordinance and plans to the FDEP through its normal process. The Town is also making the changes necessary to maintain the consistency of its development pattern along the coast and west of State Road A1A. Town Attorney Rubin mentioned that the Town would never deny anything for an arbitrary reason.

Hearing no further public comment, Mayor Moore closed the public hearing and called for a motion.

MOTION: Goldberg/Stern - A motion was made and seconded to adopt Ordinance No. 2026-003. Upon Roll Call: Commissioner Goldberg (Yes); Vice Mayor Stern (Yes); Commissioner Chudnofsky (Yes); Commissioner Peters (Yes); and Mayor Moore (Yes). The motion passed on a 5 to 0 vote.

8. CONSENT AGENDA (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. **Approval of Meeting Minutes**

September 01, 2026 Town Commission Meeting

September 10, 2026 Town Commission Special / First Public Hearing Budget Meeting

September 24, 2026 Town Commission Special / Second Public Hearing Budget Meeting

B. Approve and authorize Town staff to purchase a Ferno Power X2 Powered Ambulance Stretcher and Loading System for the Fire Rescue Department in the amount of $58,144.80, pursuant to the League of Oregon Cities Master Price Agreement, Contract No. PS25820.

MOTION: Goldberg/Stern - A motion was made and seconded to approve the Consent Agenda. The motion passed unanimously, 5 to 0.

9. UNFINISHED BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Continued discussion on a Proposed Ordinance regulating Sidewalks and Multi-Use Pathways (Prohibition Against Electric Bicycles, Electric Scooters, and Other Micromobility Devices).

Town Attorney Rubin mentioned that the Town Commission discussed this matter at its September 1, 2026 meeting and directed staff draft an ordinance. He has drafted the ordinance and is seeking direction to move forward. The suggested changes were made as follows:

Add a new Section 25-26 of the town code prohibiting a person from operating or riding a motor vehicle, a motorized scooter, a micromobility device, or an electric bicycle on any sidewalk or multi-use withing the town, including the multi-use pathway withing the State Road A1A right-of-way.

Speed provision. Deleted an old provision on speed on A1A and within the Town. Speed is enforced through uniform traffic citations, not the Town Code. The State controls A1A, and the Town already has statutory authority over speed on local roads, so deletion maintains the status quo.

Pathway definition. Add a definition of "multi-use pathway" (also called "shared use"), meaning a path for bicyclists, pedestrians, and other non-motorized users.

Correct typos and clarify intent.

Effective date. The earlier direction to delay the effective date at least 45 days for public education remains the plan.

Town Commission discussion ensued regarding electric bicycles on the shared pathway, signage at both ends of the pathway, violators providing identification when cited and challenges with enforcement.

The Town Commission reached consensus to proceed. The Town Attorney Rubin will bring a revised ordinance for first reading on November 5, 2026.

10. NEW BUSINESS (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Discussion of Proposed Ordinance Modification regarding Maximum Building Height.

Town Manager Labadie explained that Table 32 excludes permitted non-usable space below the finished floor elevation from the maximum building height calculation. However, the Town Code defines “usable space” but not “non-usable space,” resulting in staff being advised to measure building height from the garage floor rather than the first finished floor, contrary to established oceanfront development practices.

He noted that the issue originated in 2021 when the garage height limitation and accompanying illustration were removed from the Code, eliminating important context. He cautioned that a simple amendment could have unintended consequences for residential properties west of State Road A1A, potentially allowing additional building height beyond the established 35-foot limit.

Town Manager Labadie recommended referring the matter to the Planning Board for review, as required by law, rather than pursuing an immediate amendment. He emphasized that state and federal regulations would continue to govern dune construction and that taking no action would prevent oceanfront property owners from developing their properties consistent with past practices.

The Town Commission reached consensus to refer the matter to the Planning Board for review and recommendation, including comparison with how similar neighboring communities manage this matter.

There were no public comments.

B. **Approve and authorize the Mayor to execute the Florida Inland Navigation District (FIND) Waterways Assistance Grant Program Project Agreement (Project No. PB-HB-26-242) to provide funding for Phase 2 construction of the Highland Beach Police Department Safety Dock Project.**

Skender Coma of the Town Manager's Office reported that the Town has been awarded the FIND grant, just under $1.3 million for Phase 2 project.

MOTION: Goldberg/Stern - A motion was made and seconded to approve and authorize the mayor to execute the Florida Inland Navigation District (FIND) Waterways Assistance Grant Program Project Agreement (Project No. PB-HB-26-242).

11. TOWN COMMISSION COMMENTS

Commissioner Jason Chudnofsky commented on two issues from a residents letter concerning the growing wetland and standing water on the property south of Toscano condominiums and the trucks parked in from of the fire and police stations.

Town Manager Labadie confirmed that he had responded to the resident’s letter and explained that upcoming capital improvement projects, including the Police Department’s Real-Time Security Center project scheduled to begin the following Monday, would temporarily limit parking availability. He noted that Father Horgan had authorized Town staff to park at Saint Lucy Church to preserve parking at the library. The Town would communicate these parking restrictions to the community.

Additionally, Town Manager Labadie reported that, with the assistance of State Representative Gossett-Seidman, the Town had submitted a letter to the South Florida Water Management District regarding the Golden City property adjacent to Toscana. He confirmed that Town Attorney Rubin was reviewing potential abatement options. However, because the project was permitted by the State and the site was not classified as a mangrove area, the Town was preempted from regulating the activity. He further noted that the permit required installation of a seawall along the edge of the fill site, which had not yet been completed.

Commissioner Judith M. Goldberg expressed concerns regarding the property's unstable condition noting that a large tree had fallen onto the site and that the area remained unfenced. She emphasized the potential safety hazards to children, bicyclists, and pedestrians along Ocean Boulevard and questioned whether the Town could require the installation of a gate or other protective barrier. Town Attorney Rubin indicated that he had considered whether the property could be treated as a construction site and would further evaluate the Town's options. Commissioner Chudnofsky suggested installing construction fencing with vinyl screening to improve safety and appearance.

Town Manager Labadie explained that the property owner was in discussions with a potential development team but had not committed to filling the site. He noted that while the Town could request fencing, it lacked permitting authority over the property. Town Attorney Rubin clarified that liability for unsafe conditions rested with the property owner, although the Town should pursue available measures to address potential hazards.

Town Manager Labadie further reported that the U.S. Army Corps of Engineers had deferred regulatory oversight to the State. He expressed concern that the State's five-year permit period, which lacked construction milestones and fencing requirements, was unsuitable for a developed community. Commissioner Goldberg suggested bringing the matter to the attention of the Florida League of Cities for further consideration.

Commissioner Donald Peters urged residents to vote early on November 3.

Vice Mayor David Stern reported that he attended a BCA meeting this morning. He spoke with an operations manager from Boca about the overgrown vegetation affecting the that the bike path from Spanish River Boulevard north of the Town line.

Mayor Natasha Moore had no comments.

12. TOWN ATTORNEY'S REPORT

Town Attorney Rubin had nothing to report.

13. TOWN MANAGER'S REPORT

Town Manager Labadie reported the following:

Mingle Jingle: The event returns December 3, with thanks to Saint Lucy Church for its cooperation.

Police project: The Police real-time security center project starts next week and will take about four months. Staff will send the community a parking map protecting library spaces, and some staff, including himself, will park at the church.

Marine docking facility: The project is out for bid, and major work is expected to begin around March or April, after the season.

Fire annex: Plans are expected by the end of the week and will be shared with the Town Commission, after which they will consider how to proceed.

Shared pathway re-paving project: The Florida Department of Transportation (FDOT) staff are treating the project as a federal one, though it is funded by the state appropriation, and are seeking a new permit set up despite existing permit for the embedded lights. He said the project is only a mill and overlay. The Commission has already approved the contract, and the Town needs FDOT to give notice to proceed. He is working through back channels, with Representative Gossett-Seidman and lobbyists, to move FDOT along.

14. ANNOUNCEMENTS

Mayor Moore acknowledged the announcements.

Board Vacancies

Code Enforcement Board	One (1) vacancy for a three-year term
Financial Advisory Board	One (1) vacancy for a three-year term
Natural Resources Preservation Advisory Board	One (1) Vacancy for an unexpired term ending April 2027
Planning Board	One (1) vacancy for a three year term

Meetings and Events

November 03, 2026	Town Administrative Offices Closed - General Election Day
November 04, 2026	11:00 A.M. Natural Resources Preservation Advisory Board Regular Meeting
November 05, 2026	1:30 P.M. Town Commission Meeting

Board Action Report

None.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 2:43 P.M.

APPROVED: November 05, 2026, Town Commission Meeting

Signed Minutes on file in the Town Clerk's Office

ATTEST: Natasha Moore, Mayor

11/05/2026

Lanelda Gaskins, MMC
Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: https://highlandbeach-fl.municodemeetings.com/.

File Attachments for Item:

B. Approve and authorize the Mayor to execute an agreement with Mock Roos & Associates, Inc. for consulting services to evaluate the condition and performance of Upper Floridan Aquifer Well No. 8 project in an amount not to exceed $96,772.00. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #26-012.)

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE October 20, 2026

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve and authorize the Mayor to execute an agreement with Mock Roos Consulting Engineers to evaluate Well # 8

SUMMARY:
The adopted FY26 Water Department Budget contains an appropriation of $120,000 to study well No. 8.

The Town requested assistance in evaluating the condition and performance of Upper Floridan Aquifer Well No. 8. The proposed investigation is intended to identify potential maintenance, repairs, or modifications that may be necessary to improve well performance. The evaluation will include a downhole video inspection and geophysical logging of the well.

Mock Roos will coordinate with its subconsultants and Town staff to conduct field testing, inspect the above-ground well facilities, provide project management and field oversight, and obtain the necessary permitting associated with the investigation. The work will also include removal of the wellhead, downhole video inspection, geophysical logging, well disinfection, and site restoration.

Upon completion of the investigation, Mock Roos will provide the Town with a letter report summarizing the findings and providing recommendations for any necessary repairs, maintenance, or modifications to Well No. 8.

FISCAL IMPACT:

$96,772.00 budgeted in the Water Svcs Professional Fees Account (401-533.000-531.000)

ATTACHMENTS:

Contract for Services between the Town of Highland Beach and Mock Roos

RECOMMENDATION:

Commission approval.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2026, by and between the **Town of Highland Beach**, Florida, a municipal corporation organized and existing under the laws of the State of Florida, 3614 South Ocean Boulevard, Highland Beach, Florida 33487 ("Town") and **Mock, Roos & Associates, Inc.**, a Florida corporation, 5720 Corporate Way, West Palm Beach, Florida 33407 ("Consultant").

WITNESSETH:

WHEREAS, the Town requires seeks to obtain a "downhole well video" and geophysical logging of its Florida Aquifer Well No. 8 to evaluate potential maintenance, repairs, and/or modifications to increase well performance ("Services"); and

WHEREAS, Consultant has provided the Town with a proposal to perform the Services, and the engineering and hydrological services portion of the study activity falls below the monetary threshold set forth in Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act) for which the Town is required to issue a Request for Qualifications; and

WHEREAS, pursuant to Section VIII(A) of the Town's Purchasing Policy and Procedures, the Town desires to enter into a Professional Services Agreement with Consultant for the provision of the Services, and Consultant has agreed to provide the Services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. Consultant shall provide the well drilling and engineering and hydrological services in accordance with its Proposal and Scope of Services attached hereto as Exhibit "A" and incorporated herein.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Town for compensation of any kind under this Agreement. The relationship between the Town and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM AND TERMINATION.

a. Term. This Agreement shall remain in place until all services have been completed to the satisfaction of the Town unless otherwise terminated as set forth in this section.

b. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than thirty (30) days' prior written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time in the event that the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

d. Early Termination. If this Agreement is terminated before the completion of the Services, Consultant shall:

1. Stop services on the date and to the extent specified in the notice including without limitation services of any sub-consultant; and

2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Town in the format acceptable to Town.

e. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of services provided prior to termination. Town shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Town agrees to compensate Consultant in accordance with the terms of its Proposal in an amount not to exceed Ninety-Six Thousand Seven Hundred and Seventy-Two Dollars and No Cents ($96,772.00).

b. Invoice. Consultant shall render an invoice to the Town, on a monthly basis, for services provided in accordance with this Agreement during the previous month. The invoice shall specify the services performed and the time spent on same, with sufficient detail for a pre- and post-audit thereof. All reimbursable expenses shall also be clearly identified on the invoice and supporting documentation shall be provided. All payments by the Town to Consultant will be made in accordance with the Local Government Prompt Payment Act.

c. Tax. The Town is exempt from payment of Florida State Sales and Use Tax. Consultant is not authorized to use the Town's Tax Exemption Number.

SECTION 6: INSURANCE. Prior to commencing any services, and without limiting any of the other obligations or liabilities of Consultant, Consultant shall, at his own expense, and shall require any sub-consultant, at no expense to the Town, provide and maintain in force, for the Term of this Agreement, the following minimum insurance coverages. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

a. Worker's Compensation Insurance, as applicable in accordance with Chapter 440, Florida Statutes, to apply to all of the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws. This coverage shall also include Employer's Liability with limits of $100,000 per person, $500,000 per occurrence and $100,000 per each disease.

b. Commercial General Liability Insurance, with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($2,000,000.00) general aggregate combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, and must include:

1. Premises and/or Operations
2. Independent Contractors
3. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations.
4. Contractual Coverage applicable to this specific Agreement.
5. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.

c. Business Automobile Liability Insurance, with minimum limits of three hundred thousand dollars ($300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Hired and Non-Owned Vehicles
2. Employers' Non-Ownership

d. Professional Liability Insurance, with minimum limits of one million dollars ($1,000,000.00) per occurrence and two million dollars ($1,000,000.00) general aggregate. Coverage shall be afforded on a form acceptable to the Town. Consultant shall insure that sub-consultants used for any portion of the project maintain adequate levels of Professional Liability Insurance.

e. Cyber Liability Insurance, with limits not less than one million dollars ($1,000,000.00) per occurrence and two million dollars ($1,000,000.00) general aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Scope of Services and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

f. Prior to commencement of services, Consultant shall provide to the Town Certificates of Insurance evidencing the insurance coverage specified in this Section. All policies covered within this Section shall be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction. The "Town of Highland Beach, its elected officials, officers, employees, and attorneys" shall be named as an additional insured on policies referenced in this Section. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement in accordance with which insurance is being furnished, and state that such insurance is as required by this Agreement. Consultant shall also make available to the Town a certified copy of the professional liability insurance policy required by this Section for the Town's review. Upon request, Consultant shall provide copies of all other insurance policies.

g. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Town with thirty (30) days' notice of cancellation and/or restriction.

h. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall include a waiver of subrogation and apply on a primary and non-contributory basis.

SECTION 7: INDEMNIFICATION. Consultant agrees to indemnify and hold harmless the Town, its elected officials, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant, its agents, officers, sub-consultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the

enforcement of this indemnification provision. This includes claims made by the employees of Consultant against the Town, and Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Nothing contained herein shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, as amended from time to time, nor as a consent by the Town to be sued by third parties. The provisions and limitations set forth in Section 768.28 are deemed to apply to this contractual agreement to claims or actions arising in tort and/or contract.

SECTION 8: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 9: PERSONNEL. Consultant has or will secure, at its own expense, all necessary personnel required to perform the Services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Town. All Services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 10: SUBCONSULTANTS AND SUBCONTRACTORS. The Town reserves the right to accept the use of a subconsultant or subcontractor or to reject the selection of a particular subconsultant or subcontractor and approve all qualifications of any subconsultant or subcontractor in order to make a determination as to the capability of the subconsultant or subcontractor to perform properly under this Agreement. All subconsultants and subcontractors providing services to Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a subconsultant or subcontractor does not have insurance or does not meet the insurance limits as stated in this Agreement, Consultant shall indemnify and hold the Town harmless for any claim in excess of the subconsultant or subcontractors insurance coverage arising out of the negligent acts, errors, or omissions of the subconsultant or subcontractor. Consultant shall not charge an administrative fee or surcharge on any subconsultant or subcontractor's services; all subconsultant or subcontractor costs shall be a direct pass-through cost to the Town.

SECTION 11: ASSIGNMENT. The Town and Consultant each binds itself and its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this Agreement; and, neither the Town nor Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 12: EQUAL OPPORTUNITY EMPLOYMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, marital status, sexual orientation, ancestry, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. This provision applies to all Consultant's subcontractors, and it is the responsibility of Consultant to ensure sub-contractor's compliance.

SECTION 13: INTEREST OF CONSULTANT.

a. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any services to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

b. Consultant acknowledges that, in the course of performing under this Agreement, it may originate, develop, receive or otherwise become aware of knowledge and information concerning the Town and its plans and that all such knowledge and information, whether oral or written which is developed or acquired by, or communicated or delivered to the Consultant, or of which Consultant may otherwise become aware are and shall be and remain the confidential information of the Town ("Confidential Information"), unless otherwise deemed "public" by law. The Consultant will not use or disclose any information concerning a recipient of services under this Agreement for any purpose not in conformity with state statute and applicable federal regulations ("Recipient Information"). Consultant further acknowledges that, in the course of performing the services under this Agreement, it may have access to certain other information that relates, directly or indirectly, to statistical, business, or technical research, development, trade secrets, processes, formulae, specifications, programs, software packages, methods and procedures of operation, business or confidential plans ("Proprietary Information"). Consultant affirms that it will not disclose any Confidential Information, Recipient Information, or Proprietary Information and that if it determines that there could be a conflict or potential conflict of interest, Consultant and/or its agents will immediately advise the Town Manager.

c. Neither Consultant nor any of its employees, agents, or sub-consultants performing under this Agreement shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Consultant's conscientious exercise of judgment related to its performance under this Agreement.

d. Consultant shall immediately notify the Town if issues are discovered by the Consultant that may adversely impact the Town.

SECTION 14: COMPLIANCE WITH LAWS. Consultant shall comply with the applicable requirements of State and applicable federal, state, and local laws, including all Codes and Ordinances of the Town as amended from time to time, and that exist at the time of building permit issuance.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the Town under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business. In no circumstances will Consultant be required to disclose its confidential or proprietary information regarding its products and service costs.

SECTION 16: AUTHORITY TO PRACTICE. Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner and consistent with all applicable laws, including without limitation, Florida's Public Records Act, Chapter 119, Florida Statutes. Proof of such licenses and approvals shall be submitted to the Town upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it, its affiliates, suppliers, sub-consultants, and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Agreement. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 19: SCRUTINIZED COMPANIES.

a. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, Consultant certifies that it and its subconsultants are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The Town and Consultant agree that the Town will have the right to immediately terminate this Agreement if Consultant is found to have submitted a false certification, or if the Consultant or any of its

subconsultants are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.

b. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. The Consultant is under a continuing obligation for the term of this Agreement to immediately notify the Town of any violation of this provision.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the TOWN shall be sent to:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Boulevard
Highland Beach, FL 33487

and if sent to Consultant, shall be sent to:

Mock, Roos & Associates, Inc.
Attn: Garry G. Gruber, P.E., Senior Vice President
5720 Corporate Way
West Palm Beach, FL 33407

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Town and Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. 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 hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement, and the Town reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

SECTION 25: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Town may at its option provide notice to Consultant to terminate for cause.

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present, and proposed Town contracts, transactions, accounts, and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Town and its agents in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a breach of this Agreement and may result in termination of this Agreement or other sanctions or penalties as set forth in the Palm Beach County Code.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit "A." The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement and the Exhibits, the terms and conditions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products produced by Consultant pursuant to this Agreement shall become the property of the Town. Consultant may keep copies or samples thereof and shall have the right to use the same for its own purposes. The Town accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of Consultant hereby represents to the Town that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: DISPUTE RESOLUTION. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediator shall be a Florida Supreme Court Certified mediator. The mediation shall be held in Palm Beach County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Consultant hereby covenants, consents, and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. This Agreement shall be governed by the laws of Florida with venue for dispute resolution in Palm Beach County. Each party shall be responsible for its own attorney's fees and costs in any dispute arising out of or related to this Agreement. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO OR ARISING OUT OF THIS AGREEMENT.

SECTION 34: REMEDIES. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 35: E-VERIFY. Pursuant to Section 448.095(5), Florida Statutes, Consultant shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subconsultants and subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the sub-consultants' newly hired employees;

b. Secure an affidavit from all subconsultants and subcontractors (providing services or receiving funding under this Agreement) stating that the subconsultant or subcontractor does not employ, contract with, or subcontract with unauthorized aliens;

c. Maintain copies of all subconsultant and subcontractor affidavits for the duration of this Agreement;

d. Comply fully, and ensure all of its subconsultants and subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

f. Be aware that if the Town terminates this Agreement under Section 448.095(5)(c), Florida Statutes, Consultant may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by the Town as a result of termination of this Agreement.

SECTION 36: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:

a. Keep and maintain public records required by the Town to perform the service.

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

c. 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 this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Town.

d. Upon completion of this Agreement, transfer, at no cost, to the Town all public records in possession of the Consultant or keep and maintain public records required by the Town to perform the service. If the Consultant transfers all public records to the Town upon completion of this Agreement, 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 this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BOULEVARD, HIGHLAND BEACH, FL 33487.

SECTION 37: COMPLIANCE WITH SECTION F.S. 787.06. Consultant, by signing this Agreement as set forth below, attests that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date first written above.

TOWN OF HIGHLAND BEACH,
a Florida municipal corporation

By: _____
Natasha Moore, Mayor

ATTEST:

_____
Lanelda Gaskins, MMC
Town Clerk

Approved as to form and legal sufficiency:

_____
Leonard G. Rubin
Town Attorney

CONSULTANT:

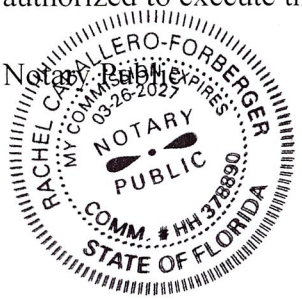
MOCK, ROOS & ASSOCIATES, INC.,
a Florida corporation

By: _____
Garry G. Gruber, P.E.

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 19th day of October, 2026, by Garry G. Gruber, _____, who was physically present, as Senior Vice President, of Mock, Roos & Associates, Inc., which is authorized to do business in the State of Florida, and who is ☒ personally known to me or ☐ has produced _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Mock, Roos & Associates, to the same.



Notary Public

Print Name: Rachel Caballero-Forberger
My commission expires: 3-26-2027

Client#: 1095989 MOCKROO2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/05/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Trevor Snider	
USI Insurance Services, LLC 2400 East Commercial Blvd. Suite 600 Fort Lauderdale, FL 33308	PHONE (A/C, No, Ext): 954 607-4000	FAX (A/C, No):
	E-MAIL ADDRESS: trevor.snider@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading PA	20427
INSURER B : Continental Insurance Company	35289
INSURER C : Valley Forge Insurance Company	20508
INSURER D : Travelers Casualty & Surety Co. of Amer	31194
INSURER E :	
INSURER F :	

INSURED
Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X	X	5084971043	01/01/2026	01/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $15,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / X SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7063909307	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $10,000			CUE5084970362	01/01/2026	01/01/2027	EACH OCCURRENCE AGGREGATE	$4,000,000 $4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC584970328	01/01/2026	01/01/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
D	Cyber Liability			107034212	01/01/2026	01/01/2027	$1,000,000	

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

Ten days Notice for Non Payment of Premium; 30 days Notice All Other
When required by contract: General Liability: Blanket Additional Insured with Products-Completed Operations,
Waiver of Transfer of Rights of Recovery against others
Workers Compensation: Waiver of Our Right to Recover from Others

Additional Insureds Include: Town of Highland Beach, its elected officials, employees, and attorney

CERTIFICATE HOLDER

Town of Highland Beach
3614 S Ocean Boulevard
Boca Raton, FL 33487

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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The ACORD name and logo are registered marks of ACORD

TYSER

Client#: 1048703 MOCKROO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/06/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: TeamAecertificate@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Mock, Roos & Associates, Inc. 5720 Corporate Way West Palm Beach, FL 33407	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5055730	04/26/2026	04/26/2027	$3,000,000 per claim $3,000,000 annl aggr.	

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

Professional Liability coverage is written on a claims-made basis.

RE: Project: Water Use Permit Renewal Assistance MR#C6020.

CERTIFICATE HOLDER	CANCELLATION
Town of Highland Beach 3614 S Ocean Boulevard Highland Beach, FL 33487	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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MOCK • ROOS
CONSULTING ENGINEERS

Proposal To Provide Consulting Services
for the Town of Highland Beach
Upper Floridan Aquifer Well No. 8 Evaluation
Scope of Services and Fee

A. Project Description:

The Town of Highland Beach (Town) has requested assistance with providing for a "downhole well video" and geophysical logging of its Floridan Aquifer Well No. 8 to better evaluate potential maintenance repairs/modifications needed to increase well performance. Mock•Roos, and its subconsultant JLA Geosciences, will provide services as outlined below in B. Scope of Services.

B. Scope of Services:

Task 1 – Subcontracted Well Driller

1. Consultant will enter into an agreement to subcontract the services of All Webbs Enterprises (AWE) to perform an investigation of the Town's Upper Floridan Aquifer (UFA) Well No. 8.

Task 2 – Field Assistance and Management

1. Meet with the Town's staff to coordinate field testing of the Town's UFA Well No. 8 existing FAS wells. Field testing parameters will include specific capacity, sand content, SDI, turbidity, hydrogen sulfide, total and soluble iron, pH, dissolved oxygen, temperature, chloride and specific conductance. Additional parameters recorded will include static and pumping water levels in each well, pumping rates, pumping pressure, and general observation. Perform a visual inspection of the above ground well facilities to establish if all wells are working properly, and what maintenance repairs/modifications are needed. *Town to provide asbuilt information, SCADA data, previous water quality data, and other system related information.*
2. Provide project coordination, project management, and field oversight for work completed by AWE on UFA Well No. 8. Under this authorization, AWE will remove the wellhead to gain access to the well and perform a downhole video of UFA Well No. 8, followed by completing geophysical logging of UFA Well No. 8. Following the well video and logging, AWE will disinfect the well and provide for site restoration. Consultant will be present for all critical portions of the UFA Well No. 8 field investigation by AWE. Additionally, consultants will provide a formation water plan and all necessary permitting for formation water disposal.

Task 3 – Letter Report

1. Prepare a brief letter report summarizing the results and findings of the Well No. 8 investigation and provide recommendations.

Task 4 – Project Meetings

1. Attend up to two (2) in person coordination meetings.

C. Lump Sum Fee:

Mock•Roos will complete the Scope of Services for a lump sum fee of **$96,772.00**. This includes $34,772 for Engineering and Hydrogeological Services Fee and $62,000 for Well Driller Services Fee.

D. Acceptance and Authorization to Proceed:

This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services upon Mock•Roos receiving a Purchase Order for these services.

MOCK•ROOS

Signed: _____

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: September 9, 2026

Town of Highland Beach
Upper Floridan Aquifer Well No. 8 Evaluation

	Senior Project Manager	Senior Project Engineer	Professional Engineer	Project Coordinator	Subconsultant	Well Driller	Total
Labor Hourly Billing Rate	$300.00	$290.00	$250.00	$100.00			
Total Hours	18	12	12	12	$21,692	$62,000	
Task Description							
1 Subcontracted Well Driller	4	4		4	$2,500	$62,000	$ 67,260
3 Well Driller Field Assistance and Management (UFA Well No. 8)	6	8	8	4	$9,800		$ 16,320
4 Letter Report/Recommendations	4		4	2	$7,500		$ 9,900
6 Meetings	4			2	$1,892		$ 3,292

Engineering and Hydrogeologic Services Fee	**$ 34,772**
Well Driller Services Fee	**$ 62,000**
Total Project Fee	**$ 96,772**

File Attachments for Item:

C. Approve and authorize three proposals from Odyssey Manufacturing Co. for the replacement of aging chemical storage equipment at the Water Treatment Plant and related components in an amount of $161,481.64, pursuant the City of Pompano Beach Agreement for Professional/Consulting Services No. 1693. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-002.)

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE October 20, 2026

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve and authorize the Mayor to execute an agreement with Odyssey Manufacturing Co. (Piggyback City of Pompano Beach)

SUMMARY:

The adopted FY26 Water Department Budget contains an appropriation of $200,000.00 to replace the aging chemical storage tanks.

Staff is requesting Commission approval of three proposals from Odyssey Manufacturing for the replacement of aging chemical storage equipment at the Town's water treatment facility. The work includes replacement of the existing 3,000-gallon sodium hypochlorite storage tank, replacement of the existing sulfuric acid bulk storage tank with two new approximately 1,300-gallon tanks, and replacement of the 405-gallon sulfuric acid day tank. The projects also include associated piping, fittings, tank removal, site preparation, containment repairs, and installation necessary to place the new systems into service.

The combined cost of the three proposals is $161,481.64**.** Staff recommends approval to proceed with the proposed chemical storage tank replacements.

FISCAL IMPACT:

$161,481.64 budgeted in the Water Machinery & Equipment Account (401-533.000-564.000)

ATTACHMENTS:

Contracts for Services between the Town of Highland Beach and Odyssey Manufaturing

RECOMMENDATION:

Commission approval.

ODYSSEY
MANUFACTURING CO.

QUOTE

Subject:	Highland Beach Sulfuric Acid Two Tank Replacement
From:	Jack A. Marquez – Odyssey Manufacturing
To:	David Richards
Location:	3616 S. Ocean Blvd Highland Beach, FL 33487
Date:	September 21, 2026

Project Background

Odyssey Manufacturing Co. ("Odyssey") evaluated the existing sulfuric acid storage tank and surrounding containment area for replacement and modification of the existing storage system.

The existing sulfuric acid storage tank was manufactured in 2003 and has a capacity of approximately 2,240 gallons. Odyssey proposes to remove the existing tank and replace it with two (2) new Snyder single-wall vertical storage tanks. Each replacement tank will have a nominal working capacity of approximately 1,300 gallons and a brim capacity of approximately 1,400 gallons, providing approximately 2,600 gallons of combined working storage capacity.

The proposed replacement tanks will have the following general characteristics:

- **Quantity:** Two (2)
- **Manufacturer:** Snyder
- **Tank Type:** Single-Wall Vertical Storage Tank
- **Working Capacity:** Approximately 1,300 gallons each
- **Brim Capacity:** Approximately 1,400 gallons each
- **Diameter:** Approximately 72 inches each
- **Height:** Approximately 87 inches each
- **Service:** Sulfuric Acid
- **Tank Interior:** Lined as required for sulfuric acid service

The existing tank area is approximately 138 inches × 148 inches. The proposed 72-inch-diameter tanks will be installed within the existing containment area following removal of the existing tank, concrete saddles, and other obstructions necessary to accommodate the new tank configuration.

A significant portion of this project involves removal of the existing tank and preparation of the containment area. The existing tank is approximately 8 feet in height, while the existing available wall opening is approximately 7 feet 11 inches high. The existing wall opening is approximately 10 feet wide. Due to the size of the existing tank and limited available clearance, portions of the existing wall will need to be saw-cut and removed as necessary to provide sufficient clearance for safe tank removal.

The existing concrete saddles supporting the current tank will also be demolished and removed. The affected concrete surfaces will then be repaired and prepared to provide a suitable, level installation area for the two new vertical tanks.

Access to the containment area will require temporary removal of portions of the existing exterior fence and fiberglass panels. Odyssey will utilize appropriate material-handling equipment, including a Lull or similar equipment, to facilitate removal of the existing tank and placement of the two new tanks.

Following completion of the required demolition, saddle removal, and concrete preparation, the area beneath and surrounding the proposed tank locations will be coated with a chemical-resistant coating suitable for

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sulfuric acid service. The coating will then be allowed to cure in accordance with the manufacturer's requirements. An anticipated curing period of approximately one (1) to two (2) weeks will be incorporated into the project schedule.
Once the coating has sufficiently cured, the two replacement tanks will be placed in their final operating locations. The wall opening and affected concrete areas will then be reconstructed and repaired. Following completion of the remaining concrete work, the affected areas will be coated to complete the containment system.
Odyssey will then install new Kynar piping connecting both sulfuric acid storage tanks to the facility's existing chemical feed pumps.

Project Scope

Odyssey shall provide the labor, materials, equipment, transportation, and supervision necessary to remove the existing sulfuric acid storage tank and install two (2) new Snyder 1,300-gallon working-capacity sulfuric acid storage tanks.
The scope of work shall include the following:

- **New Sulfuric Acid Storage Tanks:** Furnish and install two (2) Snyder single-wall vertical storage tanks, each having an approximate working capacity of 1,300 gallons, brim capacity of 1,400 gallons, diameter of 72 inches, and height of 87 inches. Tanks shall be provided with the appropriate lining for sulfuric acid service.
- **Existing Tank Removal:** Remove the existing approximately 2,240-gallon sulfuric acid storage tank from its current location. Due to the dimensions of the existing tank and available access, removal will require modification of the existing wall opening.
- **Wall Modification:** Saw-cut and remove portions of the existing wall as necessary to create sufficient clearance for safe removal of the existing tank and access for the replacement work.
- **Access Preparation:** Temporarily remove portions of the existing exterior fence and fiberglass panels as required to provide access for the existing tank removal, material-handling equipment, and placement of the two replacement tanks.
- **Tank Handling:** Provide the equipment and labor necessary to remove the existing tank and maneuver the two replacement tanks into the containment area. A Lull or similar material-handling equipment will be utilized as appropriate.
- **Existing Saddle Removal:** Demolish and remove the existing concrete saddles supporting the current storage tank. Remove remaining concrete and obstructions as required to accommodate the two new vertical tanks.
- **Concrete Preparation and Repair:** Repair and prepare the concrete surfaces affected by removal of the existing saddles and demolition activities. Provide a suitable and level surface for installation of both new tanks.
- **Initial Containment Coating:** Prepare and apply a chemical-resistant coating suitable for sulfuric acid service to the areas beneath and surrounding the proposed locations of the two replacement tanks.
- **Coating Cure Period:** Allow the initial coating to cure in accordance with the coating manufacturer's requirements prior to placement of the new tanks. An anticipated curing period of approximately one (1) to two (2) weeks shall be incorporated into the project schedule.
- **New Tank Placement:** Following the required coating cure period, move both new tanks into the containment area and place them in their final operating locations.
- **Wall and Access Restoration:** Following placement of the replacement tanks, reconstruct and repair the portions of the wall and other areas removed or modified to facilitate the tank replacement.
- **Final Containment Coating:** Following completion and curing of the remaining concrete repairs, prepare and coat the remaining affected containment surfaces to provide a completed chemical-resistant containment area.
- **New Kynar Piping:** Furnish and install new Kynar piping, fittings, valves, supports, adapters, and associated appurtenances necessary to connect both new sulfuric acid storage tanks to the existing chemical feed system.

- **Pump Connections:** Provide new 1-inch Kynar piping from the replacement sulfuric acid storage tanks to the existing chemical feed pumps. The existing pumps will remain in service and will be reused as part of the new tank configuration.
- **Tank Connections and Appurtenances:** Provide the necessary tank connections, valves, fittings, vent piping, and other required appurtenances to incorporate both tanks into the existing sulfuric acid storage and feed system.
- **Final Installation:** Complete all required tank, piping, vent, and associated connections and leave both replacement sulfuric acid storage tanks properly installed and connected to the existing chemical feed system.

Owner Responsibilities

Prior to commencement of tank removal activities, the existing sulfuric acid storage tank shall be completely emptied and prepared for removal. The tank and affected piping shall be in a condition that allows the removal and demolition work to be performed safely.
Removal, transfer, treatment, or disposal of sulfuric acid remaining within the existing tank is not included in Odyssey's scope unless specifically stated otherwise.

Cost Summary

The total cost is **$116,515.89**. A detailed cost breakdown for the work is included below.

Description	Quantity	Unit Cost	Mark up	Unit Cost	Subtotal
1830400N-- Capacity 1300 Brim C 1400 C D72 x H87 Single wall lined	2	$5,210.80	20.00%	$6,513.50	$13,027.00
Tank Removal	1	$31,900.00	10.00%	$35,444.44	$35,444.44
Pedestal Removal	1	$4,000.00	10.00%	$4,444.44	$4,444.44
Containment Wall Repair	1	$8,050.00	10.00%	$8,944.44	$8,944.44
Tank Coating(sanding floor, fixing chips along floor and holes left)	1	$14,000.00	10.00%	$15,555.56	$15,555.56
Tank Fittings- Fill Line, Suction Line, support, Vent, Piping	2	$11,300.00	0.00%	$11,300.00	$22,600.00
Tank Disposal Fee	1	$2,000.00	0.00%	$2,000.00	$2,000.00
Equipment Rental(Lull Rental)	1	$1,000.00	0.00%	$1,000.00	$1,000.00
Helper- Labor Rate (Hourly Rate)	120	$60.00	0.00%	$60.00	$7,200.00
Technician (Hourly Rate)	60	$105.00	0.00%	$105.00	$6,300.00
				Total	**$116,515.89**

* PRICES DO NOT INCLUDE TAX, (IF APPLICABLE)

ACCEPTANCE OF PROPOSAL / CONTRACT AGREEMENT

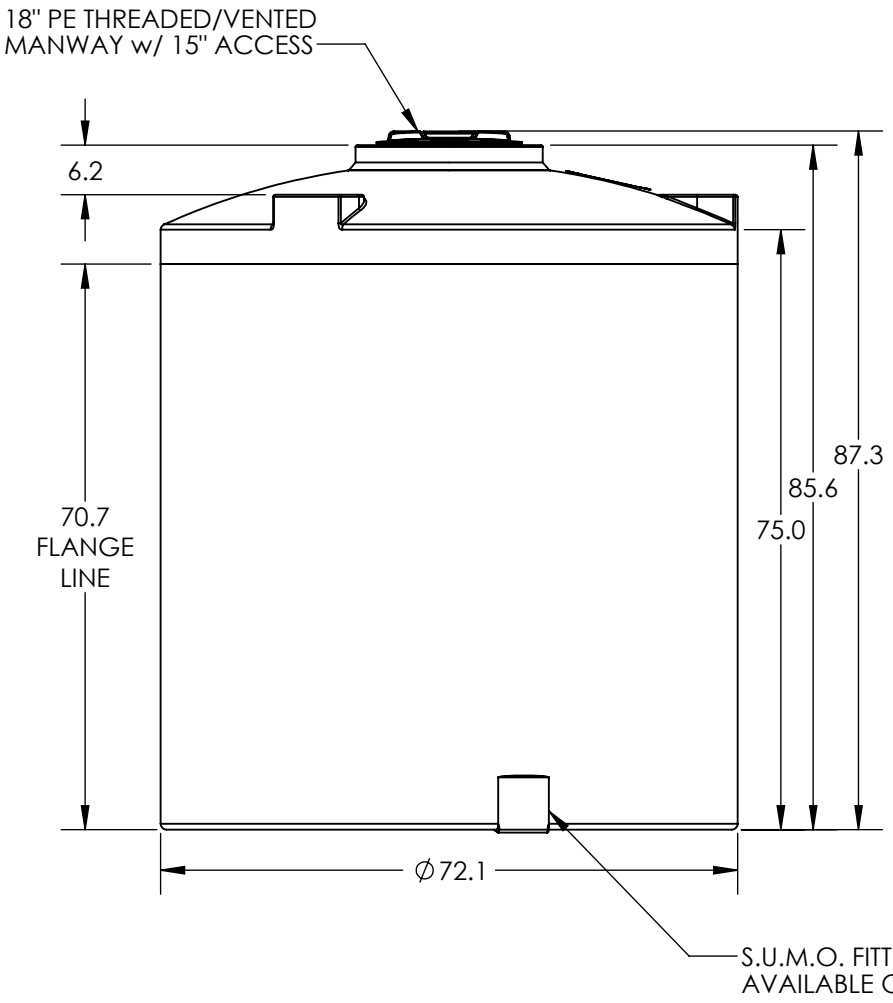
The above proposal, including Project background, scope, and pricing, is hereby accepted by the undersigned and shall constitute a binding agreement between Town of Highland Beach and Odyssey Manufacturing Co. upon execution.

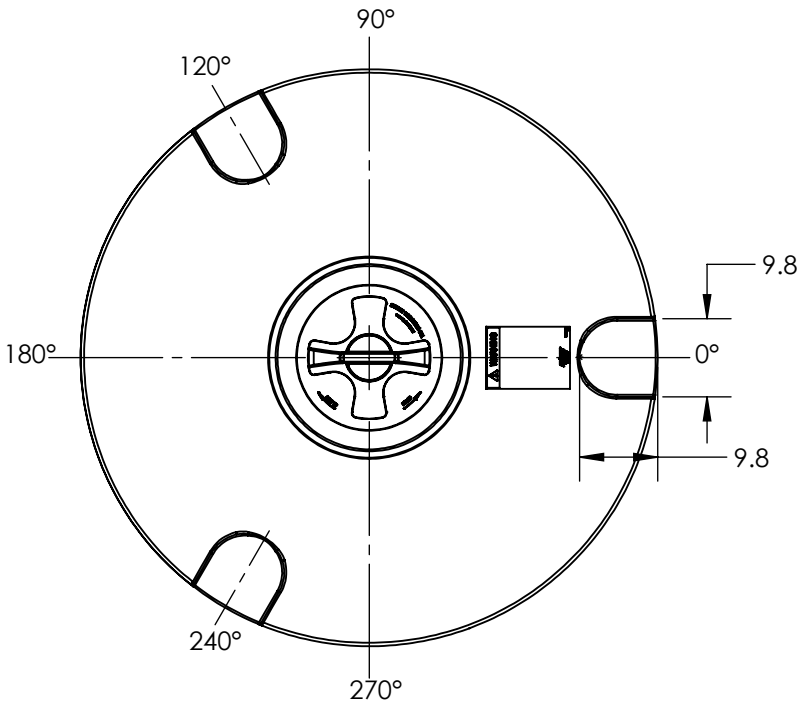
Accepted By (Owner):
Town of Highland Beach

By: _____
Name: _____
Title: _____
Date: _____

Accepted By (Contractor):
Odyssey Manufacturing Co.

By: _____
Name: Jack A. Marquez
Title: Project Manager
Date: 9/22/2026





***ALL EXTERNAL PIPING MUST BE INDEPENDENTLY SUPPORTED.**
***ONLY BASE FITTINGS TO BE LEFT INSTALLED AT TIME OF SHIPMENT PER SII PROCEDURE.**
***TANKS ORDERED WITH FOAM INSULATION WILL HAVE AN INCREASED DIAMETER OF 4-6 INCHES.**
***Consult Snyder's Guidelines for Use and Installation prior to delivery.**
Available on-line at http://www.snyderindustriestanks.com/Technical
ALL DIMENSIONS ARE IN INCHES, NOMINAL, & SUBJECT TO CHANGE WITHOUT NOTICE.
ALL DIMENSIONS ON ROTATIONAL MOLDED PARTS ARE SUBJECT TO A ± 3% TOLERANCE.

DO NOT SCALE	DRAWN BY
STATUS: **Released**	ET3

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SNYDER INDUSTRIES
A BRAND OF
TANK HOLDING CORP.
(402) 467-5221
www.snydernet.com

TITLE:	REVISION
ASM TK 1300VDT X 72	**A**
	SHEET 1 OF 1
PART NO. **1830400N___01**	ENG. ID. **D001124**

Position Statement

Sulfuric Acid (H_2SO_4) ≤98% Storage Tanks

Tank:
HDLPE resin #880046, 1.9 SpGr rating (designed and built to ASTM D1998 specification)
** HDLPE Resin #880046 available on vertical tanks up to 15,000 gallons*
** Note: chemical may cause tank material to discolor.*

Full Drain Option:
SUMO™ (Snyder Unitized Molded Outlet):
- Available on single wall vertical tanks 2000 to 12,500 gallons.
- Encapsulated Hastelloy threaded ring with CPVC adapter.

Double Wall Tanks:
Mini-Captor™ and CAPTOR™ Containment Systems (CCS) – 35 to 12,500 gallons
- Primary Tank
  - HDLPE resin #880046, 1.9 SpGr, Natural color (designed and built to ASTM D1998 specification)
- Secondary Containment Tank
  - HDLPE, 1.5 SpGr, Natural color

Fittings:
Material of Construction:
- Fitting: CPVC (schedule 80)
- Gasket: Viton®
- Bolts: Hastelloy

Plumbing to the tank:
Required use of **flexible connections** with fittings
- Allows for 4% lateral and vertical expansion and contraction of the tank
- Reduces pump and piping vibration stress on the tank, fittings, and gaskets
- Flexible connections, piping, and valves must have structural support independent of tank sidewall and dome

Venting:
Tanks are designed for use at atmospheric pressure. Pressure or vacuum situation can cause excessive deformation or damage to the tanks and void warranty. Venting equipment should be sized to limit pressure or vacuum in the tank to a maximum of ½" water column (0.018 PSI). If the tank will be pneumatically filled (through tanker discharge) additional pressure relief may be required.

Foundation and Restraints:
Tanks should be positioned on a smooth concrete or asphalt pad providing adequate support. The pad should be clean, smooth and level so it fully supports the entire tank bottom with no deflection. If a seismic restraint system is used the pad must be adequate in size for anchor plate attachments per the seismic code.

Temperature:
Product should not exceed 100 degrees F at delivery or during storage.

ODYSSEY
MANUFACTURING CO.

QUOTE

Subject:	Highland Beach Sodium Hypochlorite Tank Replacement
From:	Jack A. Marquez – Odyssey Manufacturing
To:	David Richards
Location:	3616 S. Ocean Blvd Highland Beach, FL 33487
Date:	September 21, 2026

Project Background

Odyssey Manufacturing Co. ("Odyssey") performed a site visit on September 2, 2026, to evaluate the condition and operation of the existing sodium hypochlorite storage tank and associated equipment.

During the site visit, Odyssey observed that the existing sodium hypochlorite storage tank is not operating in a condition that meets the facility's current needs. Evidence of a previous leak was observed near the tank outlet, which required modifications to the existing piping and removal of the tank magnetic leveler. The existing level sensor is currently not properly mounted to the tank.

Odyssey also observed bolts protruding from the concrete floor within the tank area. These protrusions present a potential concern for the installation and long-term integrity of a replacement storage tank and will need to be removed and the affected areas ground smooth prior to installation. These bolts also present a tripping hazard that might affect personnel in the area.

Based on Odyssey's observations, the existing tank is not currently being utilized to its full intended capacity. The overall condition of the tank and previous leakage also indicate an increased risk of additional leakage or tank failure in the future.

Based on these conditions, Odyssey recommends replacement of the existing sodium hypochlorite storage tank and associated piping as described below.

Project Scope

Odyssey shall provide the labor, materials, equipment, transportation, and supervision necessary to remove and dispose of the existing sodium hypochlorite storage tank and furnish and install a new replacement tank.

The scope of work shall include the following:

- New Storage Tank: Furnish and install one (1) Assmann ICT3000L19 vertical storage tank, LLDPE construction, 3,000-gallon capacity, approximately 90 inches in diameter × 122 inches in height.
- Tank Transportation and Placement: Transport the new storage tank to the facility and provide the equipment and labor required to safely move and place the tank in its final operating location.
- Existing Tank Removal: Remove the existing sodium hypochlorite storage tank through the approximately 10-foot × 11.5-foot available opening and properly dispose of the existing tank.
- Wall Removal and Access: Remove the wall or wall section necessary to provide sufficient access for removal of the existing tank and installation of the new tank.

- Tank Area Preparation: Remove existing protruding bolts and other obstructions within the tank footprint. Grind and smooth the affected areas as necessary to provide a suitable surface and prevent damage or puncture to the new polyethylene tank.
- Piping Replacement: Replace the piping associated with the sodium hypochlorite storage tank, including piping connections to the existing fill line, chemical feed pump system, and tank vent.
- Tank Connections: Provide and install all required fittings, adapters, valves, supports, and appurtenances necessary to connect the new storage tank to the existing sodium hypochlorite system.
- Existing Magnetic Level Indicator: Reinstall the existing magnetic level indicator on the new storage tank.
- Existing Level Sensor: Reinstall the existing level sensor on the new storage tank and provide the necessary mounting arrangement for proper installation.
- Final Installation: Complete all required tank and piping connections and leave the new sodium hypochlorite storage tank properly installed and ready for operation.

Cost Summary

The total cost is **$23,260.00**. A detailed cost breakdown for the work is included below.

Description	Quantity	Unit Cost	Mark up	Unit Cost	Subtotal
ICT3000L19 VRT TK 1.9SG LLDPE 3000GAL 90" DIA. X 122" HGT	1	$6,168.00	20.00%	$7,710.00	$7,710.00
Tank Fittings- Fill Line, Suction Line, Vent, Sight Glass, Piping	1	$2,500.00	0.00%	$2,500.00	$2,500.00
Tank Disposal Fee/Delivery	1	$1,000.00	0.00%	$1,000.00	$1,000.00
Equipment Rental(Lull Rental)	1	$1,250.00	0.00%	$1,250.00	$1,250.00
Helper- Labor Rate (Hourly Rate)	96	$60.00	0.00%	$60.00	$5,760.00
Technician (Hourly Rate)	48	$105.00	0.00%	$105.00	$5,040.00
				Total	**$23,260.00**

* PRICES DO NOT INCLUDE TAX, (IF APPLICABLE)

ACCEPTANCE OF PROPOSAL / CONTRACT AGREEMENT

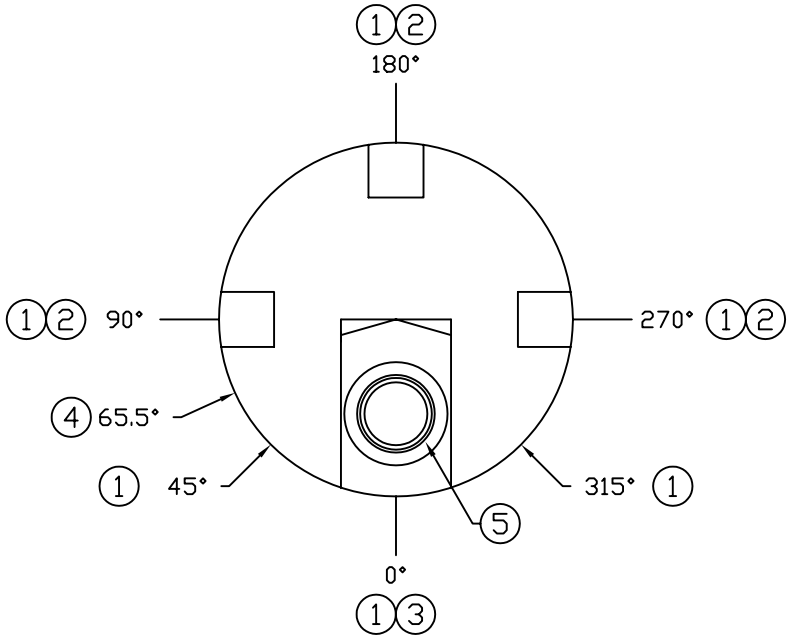
The above proposal, including Project background, scope, and pricing, is hereby accepted by the undersigned and shall constitute a binding agreement between Town of Highland Beach and Odyssey Manufacturing Co. upon execution.

Accepted By (Owner):
Town of Highland Beach

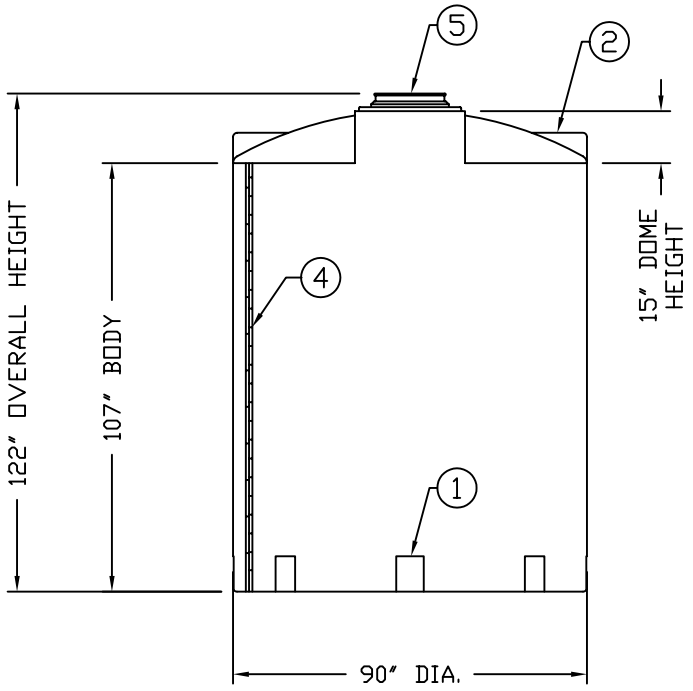
By: _____
Name: _____
Title: _____
Date: _____

Accepted By (Contractor):
Odyssey Manufacturing Co.

By: _____
Name: Jack A. Marquez
Title: Project Manager
Date: 9/21/2026



ACCESSORIES					
MK	SIZE	DESCRIPTION	DEG	ELEV	DOME



NOTES:
1 7" x 9" LOWER FLATS (6 PLACES)
2 14" x 14" DOME FLATS (3 PLACES)
3 28" x 45" DOME FLAT
4 MOLDED IN VOLUME MARKER (250 GAL. INCREMENTS)
5 16" MANWAY W/ LEVER LOCK COVER

REV	REVISION DESCRIPTION	REV DATE
B	1 REVISED MODED IN VOLUME MARKER 2 REVISED TITLE BLOCK	10/16/05dam
A	1 CHANGED DOME FTG FLATS TO 14" x 14"	12/15/98

Assmann CORPORATION OF AMERICA
300 N TAYLOR ROAD
GARRETT, IN 46738
PHONE: (260) 357-3181
FAX: (260) 357-3738

RESIN USED:
–
–
POLYETHYLENE

TANK DESIGNED SPECIFIC GRAVITY – SP.G. MAX

TANK WEIGHT LBS.

TANK COLOR –

TITLE ICT 3000 GALLON VERTICAL STORAGE TANK

DRAWN BY:	DRAWN DATE:	SALES ORDER#
D. CRAGER	11/15/95	

ASSMANN CORPORATION

ALL DIMENSIONS ARE IN INCHES AND ARE ±3%

DWG NUMBER: ICT 3000 REV B

ODYSSEY
MANUFACTURING CO.

QUOTE

Subject:	Highland Beach Sulfuric Acid Day Tank Replacement
From:	Jack A. Marquez – Odyssey Manufacturing
To:	David Richards
Location:	3616 S. Ocean Blvd Highland Beach, FL 33487
Date:	September 21, 2026

Project Background

Odyssey Manufacturing Co. ("Odyssey") evaluated the existing sulfuric acid day tank and associated piping to determine the requirements for replacement of the existing system. The existing sulfuric acid day tank is currently connected to an extensive piping system serving the existing chemical feed pump skid. As part of the replacement work, the existing piping associated with the day tank will be removed and replaced as required to accommodate the new tank and provide a complete connection back to the existing pump skid. The replacement tank will be an Assmann vertical storage tank, LLDPE construction, with a 405-gallon capacity, approximately 47 inches in diameter × 76 inches in height.

Due to the dimensions and configuration of the new tank, existing items and obstructions within the current tank area will need to be removed or relocated as necessary to provide sufficient access and space for placement and installation of the new sulfuric acid day tank. Prior to Odyssey's arrival, the existing sulfuric acid day tank shall be completely emptied of sulfuric acid and prepared for removal. Odyssey's work does not include the removal, transfer, treatment, or disposal of sulfuric acid remaining within the existing tank. Based on the existing conditions, Odyssey recommends replacement of the existing sulfuric acid day tank and associated piping as described below.

Project Scope

Odyssey shall provide the labor, materials, equipment, transportation, and supervision necessary to remove the existing sulfuric acid day tank and associated piping and furnish and install a new replacement day tank.
The scope of work shall include the following:

- **New Sulfuric Acid Day Tank:** Furnish and install one (1) Assmann vertical storage tank, 2.2/2.2 SG LLDPE construction, 405-gallon capacity, approximately 47 inches in diameter × 76 inches in height.
- **Tank Transportation and Placement:** Transport the new sulfuric acid day tank to the facility and provide the equipment and labor required to safely move and place the tank in its final operating location.
- **Existing Tank Preparation:** The Owner shall completely empty the existing sulfuric acid day tank prior to Odyssey's arrival. The existing tank shall be free of sulfuric acid and in a condition suitable for Odyssey's crew to safely begin removal activities.
- **Existing Tank Removal:** Remove the existing sulfuric acid day tank from its current location and prepare the area for installation of the new 405-gallon double-wall tank.

MANUFAC OF ULTRA CHLOR
1484 MASSARO BLVD. TAMPA, FL 33619 · (813) 635-0339 · 1(800) ODYSSEY

- **Tank Area Preparation:** Remove or relocate existing items, piping, supports, and other obstructions as required to provide sufficient access and clearance for placement of the new tank within the existing day tank area.
- **Existing Piping Removal:** Remove the existing piping associated with the sulfuric acid day tank as required for installation of the replacement tank and new piping system.
- **New Kynar Piping:** Furnish and install new Kynar piping and associated fittings from the new sulfuric acid day tank to the existing chemical feed pump skid. The new piping system shall be integrated into the facility's existing sulfuric acid feed system.
- **Piping Transition:** Provide 1-inch piping from the sulfuric acid day tank and transition the piping to the existing 1/2-inch connection serving the chemical feed pump skid.
- **Tank Connections:** Provide and install the required Kynar fittings, adapters, valves, supports, and appurtenances necessary to connect the new sulfuric acid day tank to the existing chemical feed system.
- **Sight Glass:** Furnish and install a glass sight glass assembly on the new sulfuric acid day tank for visual indication of the liquid level.
- **Tank Vent:** Provide new vent piping from the sulfuric acid day tank and connect the vent into the facility's existing exhaust system.
- **Existing Pump Skid Connection:** Reconnect the new sulfuric acid piping to the existing chemical feed pump skid. The existing pump skid shall remain in service and is not included for replacement under this scope.
- **Final Installation:** Complete all required tank, piping, vent, and pump skid connections and leave the new sulfuric acid day tank and associated piping properly installed and ready for operation.

Cost Summary

The total cost is **$21,705.75**. A detailed cost breakdown for the work is included below.

Description	Quantity	Unit Cost	Mark up	Unit Cost	Subtotal
Asmman Vertical Storage tank 2.2SG LLDPE 405GAL 47" DIA. X 76"	1	$2,043.00	20.00%	$2,553.75	$2,553.75
Tank Fittings- Fill Line, Suction Line, Vent, Sight Glass, Piping	1	$7,352.00	0.00%	$7,352.00	$7,352.00
Tank Disposal Fee/ Delivery	1	$1,000.00	0.00%	$1,000.00	$1,000.00
Helper- Labor Rate (Hourly Rate)	96	$60.00	0.00%	$60.00	$5,760.00
Technician (Hourly Rate)	48	$105.00	0.00%	$105.00	$5,040.00
				Total	**$21,705.75**

* PRICES DO NOT INCLUDE TAX, (IF APPLICABLE)

ACCEPTANCE OF PROPOSAL / CONTRACT AGREEMENT

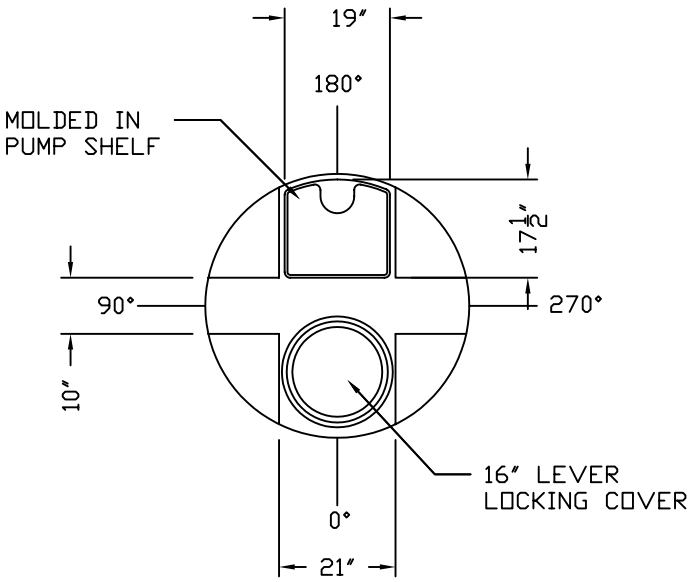
The above proposal, including Project background, scope, and pricing, is hereby accepted by the undersigned and shall constitute a binding agreement between Town of Highland Beach and Odyssey Manufacturing Co. upon execution.

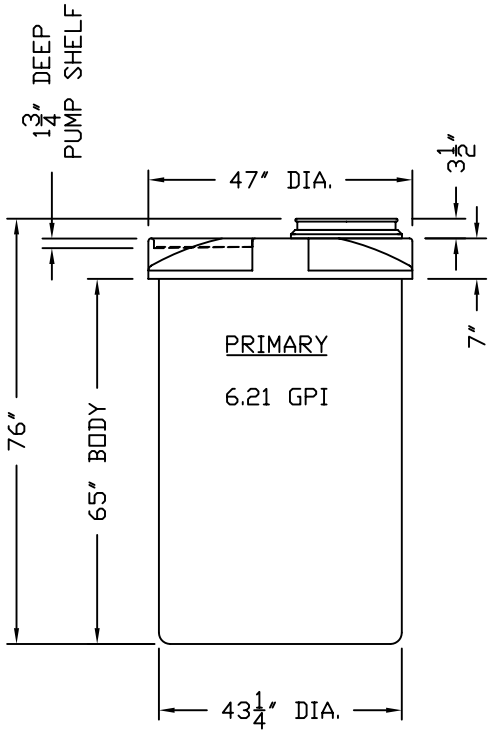
Accepted By (Owner):
Town of Highland Beach

By: _____
Name: _____
Title: _____
Date: _____

Accepted By (Contractor):
Odyssey Manufacturing Co.

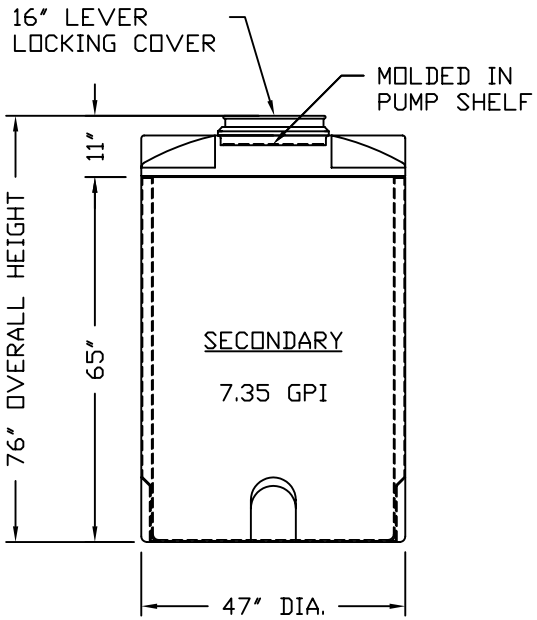
By: _____
Name: Jack A. Marquez
Title: Project Manager
Date: 9/21/2026

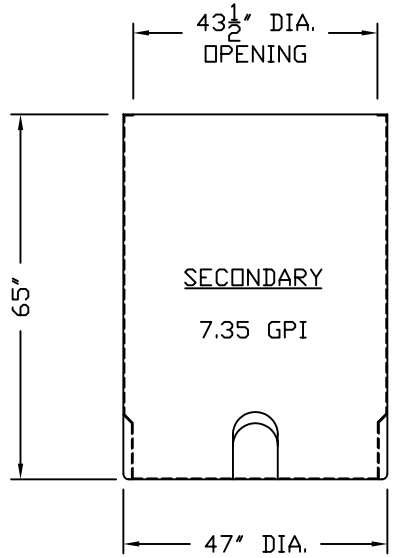




ACCESSORIES					
MK	SIZE	DESCRIPTION	DEG	ELEV	DOME

NOTES:
1 PRIMARY
CALCULATED GALLONS PER INCH: 6.21 GPI
CALCULATED GALLONS IN BODY: 403 GALLONS
2 SECONDARY
CALCULATED GALLONS PER INCH: 7.35 GPI
CALCULATED GALLONS IN BASIN: 478 GALLONS





NOTES:
1 LOCATE FITTINGS FROM PLAN VIEW.
2 TANK(S) MUST BE INSTALLED PER ASSMANN CORPORATION USAGE & GUIDELINES.
3 FLEXIBLE EXPANSION JOINTS MUST BE USED ON ALL SIDEWALL CONNECTIONS.
4 TANKS ARE BUILT PER ASTM D 1998.
5 TANK SHOWN WITH 16″ LEVERLOCKING COVER 7″ THREADED CAP OPTIONAL

REV	REVISION DESCRIPTION	REV DATE
B	RE-NAMED DRAWING TO IMT 405, DELETED PUMPS FROM DRAWING	10/29/08 SR
A	INSERTED A NEW TITLE BLOCK & ROTATED TANK 180°	10/03/08 MG

Assmann CORPORATION OF AMERICA
300 N TAYLOR ROAD
GARRETT, IN 46738
PHONE: (260) 357-3181
FAX: (260) 357-3738

SALES ORDER

OVERALL TANK WEIGHT – LBS.

PRIMARY VESSEL		SECONDARY VESSEL	
SPECIFIC GRAVITY – SP.G. MAX		SPECIFIC GRAVITY – SP.G. MAX	
RESIN USED: – – POLYETHYLENE	TANK WEIGHT – LBS.	RESIN USED: – – POLYETHYLENE	TANK WEIGHT – LBS.
	TANK COLOR –		TANK COLOR –

TITLE: IMT 405 GALLON DOUBLE WALL STORAGE TANK

DRAWN BY: D. CRAGER
DRAWN DATE: 6/21/07
DWG NUMBER: IMT 405
REV: B

ALL DIMENSIONS ARE IN INCHES AND ARE ±3%

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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.

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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

DocuSigned by:

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

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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 (5^{th}) 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

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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:

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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

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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

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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.

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"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

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

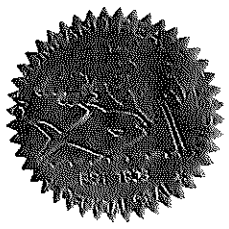
APPROVED AS TO FORM:

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

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

(SEAL)

DocuSigned by:



"CONSULTANT"

Odyssey Manufacturing Co.

Witnesses:

By: _____
Patrick Allman, General Manager

Richard Martin
(Print or Type Name)

Emanuel Velez Gonzalez
(Print or Type Name)

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:

Notary Public State of Florida
Dena R Lowery
My Commission GG 929929
Expires 11/06/2023

_____
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.

FACILTIY 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:		[X] 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.

pompano beach®

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 r 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 r 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 ___

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: _____

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

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?

pompano beach
Florida's Warmest Welcome

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

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Pat Allman, Michael Azzarella, Michael Cogdill, Chris Morgan, John Miller, Pavol Plecenik

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ODYSSEY
MANUFACTURING CO.

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@odysseymanuafcturing.com

Pat Allman
General Manager
O: (813) 635-0339
C: (813) 335-3444
pallman@odysseymanuafcturing.com

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 to 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 is 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.

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 and 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 replacement 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 if 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

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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...

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General Manager

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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 Duglypuis (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 or 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	PAT ALLMAN	22	B.S, MBA
Project Manager	PAT ALLMAN	22	B.S. MBA
Asst. Project Manager	JACKSON REEVES	6	B.S.
Other Key Member	PAVEL PLECENIK *	6	B.S.
Other Key Member			

* LOCAL CLIENT MANAGER

SUB-CONSULTANT

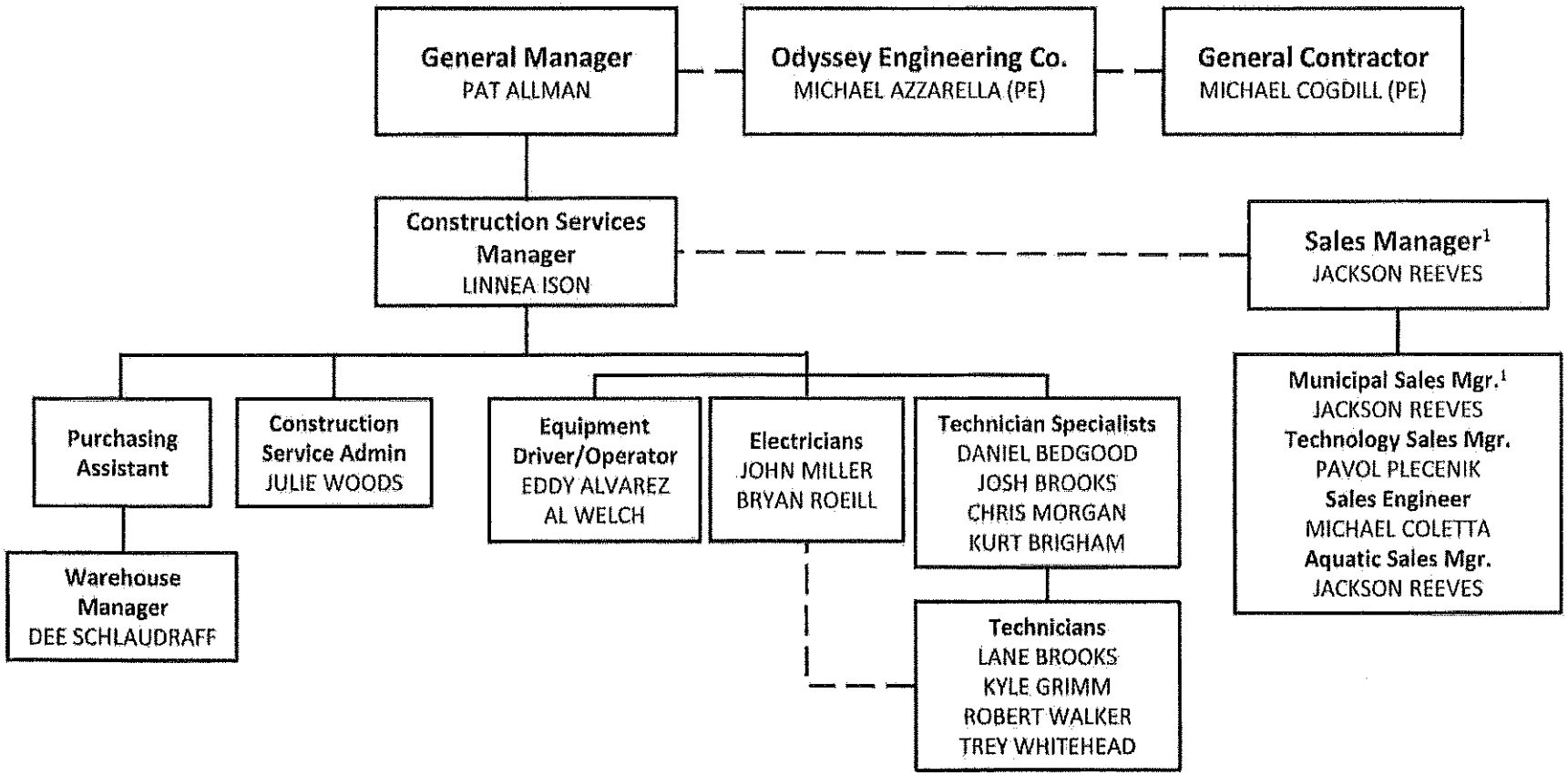
Role	Company/Firm Name and Address of Office Handling This Project	Name of Individual Assigned to the Project
Surveying		
Landscaping		
Engineering	ODYSSEY ENGINEERING COMPANY, 1484 MASSARO BLVD TAMPA, FL 33619	MICHAEL AZZARELLA
Other Key Member (Feed Equipment + Control Panels)	BLUE PLANET ENVIRONMENTAL, 2600 Kingswood Drive NE, Palm Bay, FL 32905	CRAIG SMITH
Other Key Member (Concrete)	A. GENESIS CONSTRUCTION, 530 SW 191ST AVE, PEMBROKE PINES, FL 33029	Fred Borios
Other Key Member (Coatings)	HITECH COATINGS INC. 13356 59TH COURT N, WPB, FL 33411	Dave Harvey

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

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.

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, Statewide **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.

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.

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.

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.

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

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/Superintendent	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 pluming 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 — 2016-Present
Technologies Manager

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 — 2010-2015
OEM Sales Manager

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 2006-2010
Applications Engineering Manager

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

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.

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: Pat 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
None *			

* 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.

N/A $_____

$_____

$_____

8. Other comments: _____

E-19-22

General Manager

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

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 MASSACO BLVD.

City/State/Zip TAMPA, FL 33619

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 ALLMAN

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%

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	CONTACT NAME: Debbie MacGillivray
Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	PHONE (A/C, No, Ext): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union Insurance Co	27960
INSURER B: ACE American Insurance Co	22667
INSURER C: Zenith Insurance Company	13269
INSURER D: Colony Insurance Company	3993
INSURER E:	
INSURER F:	

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

COVERAGES **CERTIFICATE NUMBER:** Jan 2022 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Per Project Applies By [ ] Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: XCU, Contractual	Y		G24092975 013	10/01/2021	10/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Hired PD			H08450377 013	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A/D	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			G24092987013/EXO4266669	10/01/2021	10/01/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Z056828618 Item 3A: FL	01/01/2022	01/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 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 Pro Ea Claim Aggregate Retro Date: 10/01/2009	1,000,000 1,000,000

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

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

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

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

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

Requester's name and address (optional)

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

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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 ADDRESS 1484 MASSARO BOULEVARD
TAMPA, FL 336190000

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

BUSINESS TAX RECEIPT

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

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

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 ADDRESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

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

BUSINESS TAX RECEIPT

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

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

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 ADDRESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

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

BUSINESS TAX RECEIPT

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

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

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

COGDILL, MICHAEL J

ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA FL 33619

LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2022

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Do not alter this document in any form.

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

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

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

WING, DAVID ALBERT

ODYSSEY MANUFACTURING CO
9500 134TH WAY NORTH
SEMINOLE FL 33776

LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

ODYSSEY
MANUFACTURING CO.

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.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2022

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	CONTACT NAME: Brian Ludwig	
Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	PHONE (A/C, No, Ext): (863) 688-5495	FAX (A/C, No): (863) 688-4344
	E-MAIL ADDRESS: certificateslakeland@stahlinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Illinois Union Insurance Co	27960
Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619	INSURER B : ACE American Insurance Co	22667
	INSURER C : Zenith Insurance Company	13269
	INSURER D : Colony Insurance Co	39993
	INSURER E : Hamilton Insurance DAC	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: Oct 2022 - Master Liab REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Per Project applies by [ ] written contract GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: XCU, Contractual	Y	Y	G24092975014	10/01/2022	10/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [X] Hired PD	Y	Y	H08450377014	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A/D	[X] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			G24092987014 / EXO4266669	10/01/2022	10/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	Z066828618	01/01/2022	01/01/2023	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability ($5k Ded) Professional Liability ($25k Ded)			G24092975014	10/01/2022	10/01/2023	Each Poll Condition Agg Each Prof Occurrenc Agg retro Date: 10/1/2009	$1,000,000 $1,000,000

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

Insurer E: Hamilton Insurance DAC - Policy # ENVXSHI279494, Eff 10/1/22 to 10/1/23, Excess Liability Limit: $1,000,000 excess $4,000,000
When required in a written contract: City of Pompano Beach is an additional insured as respects general liability & auto liability; waiver of subrogation applies as respects general liability, auto liability & workers compensation if required by written contract; Excess Liability is written over general liability, auto liability and workers compensation.

CERTIFICATE HOLDER

City of Pompano Beach
PO Box 1300
Pompano Beach FL 33061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony H Martin

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ODYSSEY
MANUFACTURING CO.

October 4, 2023

Mr. David Richards
Town of Highland Beach
Water Treatment Plant
3616 South Ocean Blvd.
Highland Beach, Florida 33487

Re: **AGREEMENT FOR CHEMICAL/BIOLOGICAL SYSTEM DESIGN, INSTALLATION, MAINTENANCE AND SERVICE WORK**

Dear Dave,

As you know, Odyssey Manufacturing Co. is the only licensed general contractor in the State of Florida that specializes in chemical system design, permitting, equipment supply and installation, and service work. We are the only entity that stocks chemical and biological odor control equipment in the State of Florida and that has loaner equipment immediately available. We also employ Odyssey Engineering Co. as necessary for Florida Department of Environmental Protection (FDEP) permitting and notification as required for our customers. As you know, we have designed and installed over 3,500 chemical systems in Florida. We have provided over 1,400 temporary chemical systems to support our customers. Most of our work is provided under installation and maintenance contracts. We currently have six chemical system installation and maintenance contracts and over 400 utilities "piggyback" these contracts. Our contract with the City of Pompano Beach expired in 2022 and it had been renewed six times and could not be renewed any further so they issued an RFP. Odyssey was selected as the successful supplier for this RFP. This is our most recent installation and maintenance services agreement.

Odyssey Manufacturing Co. agrees to allow the Town of Highland Beach to "piggyback" the City of Pompano Beach's recent chemical system installation and maintenance bid. I have attached a copy of the contract which includes the RFP solicitation and our proposal. The contract expires on November 13, 2027. Phil Hyer is the point of contact with the City of Pompano Beach at 954-545-7030. The following is a small sample of the projects we have done in southeast Florida under the Town of Davie and the City of Pompano Beach's contracts in the past ten years, this does not include over one hundred service calls:

- City of Coral Springs WTP – Emergency Sodium Hypochlorite Tank Lease
- City of Coconut Creek Hilton Booster Station – Chemical System installation and Ground Storage Tank Residual Control System
- City of Coconut Creek Hillsboro Booster Station – Chemical System installation and Ground Storage Tank Residual Control System
- City of Margate WTP/WWTP - Brine Tank Replacement
- City of Margate WTP/WWTP – OSHG System Maintenance

- City Margate WTP – Sodium Hypochlorite Tank Replacement and Containment Wall Repairs
- City of Margate WWTP – Emergency Coagulant System Installation to defray consent order
- City of Dania Beach – Sulfuric Acid System Piping Repairs and Tank Replacement
- Town of Davie WTP – Emergency Caustic System Installation to defray consent order
- Town of Davie WWTP – New Sodium Hypochlorite Feed System
- Town of Davie WTP – Emergency Sulfuric Acid Piping and Feed System Replacement
- City of Sunrise WTP's – Sodium Hypochlorite System FRP Tank Inspections
- City of Sunrise Springtree WTP – Sodium Hypochlorite Tank Relining
- City of Sunrise SW WTP – Sodium Hypochlorite System Tank Replacement and containment wall installation
- City of Pompano Beach WTP – CO2 System Replacement
- City of Pompano Beach WTP – Lime Slaker Replacement
- City of Pompano Beach WTP – Sodium Hydroxide System Replacement
- City of Pompano Beach WTP – Sulfuric Acid Disposal
- City of Pompano Beach WTP – Sodium Hypochlorite System Replacement
- City of Pompano Beach WTP – Ammonium Sulfate Conversion
- City of Pompano Beach WTP – HFS System Replacement
- City of Pompano Beach WTP – Temporary Coagulant System Lease to support Pilot Testing over one-year period
- City of Pompano Beach WTP – Chemical System Piping Improvements and Repairs
- City of Hallandale Beach -
- City of West Palm Beach ECR – FRP Tank Repairs to two tanks
- City of West Palm Beach ECR – Replacement of existing clarifier sodium hypochlorite systems
- Town of Mangonia Park – Sodium Hypochlorite conversion, ammonium sulfate conversion, corrosion inhibitor system installation
- Palm Beach County WTP's Various – Ground Storage Tank Mixers and THM Removal System installation and service work

We would anticipate performing piping repairs, pump skid rebuilds and chemical tank replacements as far as upcoming work with the Town of Highland Beach.

Thank you for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager

File Attachments for Item:

D. Approve and authorize Town Staff to purchase specific bulk chemicals from Interacid North America, Inc. and Burnett Lime Company in an amount not to exceed $124,657.70 for the Water Treatment Plant Treatment pursuant the City of Oviedo Amendment and Renewal Agreement, Invitation to Bid 24-21. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-002.)

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE *November 5, 2026*

SUBMITTED BY: Pat Roman, Public Works Director

SUBJECT: Approve purchase of chemicals for water plant treatment operations

SUMMARY:

We are seeking approval for the procurement of specific chemicals purchased in bulk that are essential for the operation of the town's water treatment plant. These chemicals play a crucial role in ensuring the safety and efficiency of our water supply. We have researched and identified the enclosed suppliers who offer the best quality and value.

Interacid NA will provide sulfuric acid for the budget year 2027. Sulfuric acid lowers the PH of the water to protect the membranes at our reverse osmosis water plant.

Burnett Lime Company will provide CAL~FLO Lime Slurry for budget year 2027. CAL~FLO is used to control pH, hardness and alkalinity.

FISCAL IMPACT:

$124,657.70; Already Budgeted in Water – Operating Supplies - Chemicals

ATTACHMENTS:

Yearly PO for Interacid NA $73,694.50

Yearly PO for Burnett Lime Company $50,963.20

RECOMMENDATION:

Commission approval.

10210 Highland Manor Dr.
Suite 140
Tampa, FL 33610
(813)225-2000

September 24, 2026

Town of Highland Beach Piggyback Agreement with City of Oviedo ITB# 24-21

Interacid North America, Inc. has approved the Town of Highland Beach to piggyback off the City of Oviedo agreement. We are on our 2nd renewal option currently; there are two more renewal options remaining.

Product:	93% Sulfuric Acid
Contract Term:	October 1, 2026 – September 30, 2027, with 2 renewal options remaining
Price: $	$563.00 per short ton.
	In the event that tariffs, or other trade duties are imposed by any governmental authority that directly affects the cost of the Services, a separate line item identifying the cost will be applied to the invoice. Proof of payment of the tariff by the Contractor will be supplied.
Volume:	Ten (10) loads of 1,300 gallons per year for delivery to the Town of Highland Beach. Total quantity during period of agreement is 100 net tons.

If you have any questions, please do not hesitate to contact our office.

We appreciate the Town's continued business.

Gratefully,

Brent Shonka

Brent Shonka
General Manager

Beyond Limits. Beyond Expectations.

AMENDMENT AND RENEWAL TO THE AGREEMENT FOR THE PURCHASE AND DELIVERY OF SULFURIC ACID WITH INTERACID NORTH AMERICA, INC. ITB 24-21

This Third Amendment and Renewal to Agreement is made and entered into this 2nd day of September, 2026 and is to that certain Agreement made and entered into on the 1st day of October 2024, between Interacid North America, Inc., whose principal and local address is 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, hereinafter referred to as "CONTRACTOR" and the City of Oviedo, a Florida Municipal corporation, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, hereinafter referred to as "CITY". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

WHEREAS, the CONTRACTOR and CITY entered into the above referenced Agreement on October 1, 2024, for the Purchase and Delivery of Sulfuric Acid; and

WHEREAS, the agreement, awarded to Sulphuric Acid Trading Company, Inc. under ITB 24-21 was effective October 1, 2024, for a period of one year, through September 30, 2025; and

WHEREAS, the agreement was amended and renewed for an additional one-year period on August 7, 2025; and

WHEREAS, the agreement was amended to change the name of "Sulphuric Acid Trading Company, Inc." to "Interacid North America, Inc." on October 7, 2025; and

WHEREAS, due to increased cost of the primary raw material used to produce sulfuric acid, the CONTRACTOR has requested a price increase from $412.00/ST to $563.00/ST effective October 1, 2026; and

WHEREAS, staff has considered the request, performed the necessary due diligence, and found the cost increase justified; and

WHEREAS, the parties desire to amend the agreement to reflect the new price of $563.00/ST effective October 1, 2026; and

WHEREAS, the parties desire to further amend the agreement by extending and renewing the agreement for a specified period of time so as to enable both parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 30 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties; and

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

SECTION A. Extension, Price Increase and Renewal. The term of the Agreement, which expires on September 30, 2026, in accordance with the provisions of Section 11 of the Agreement, as amended, will reflect the new price of $563.00/ST effective October 1, 2026, and is extended such as the Agreement will now terminate on September 30, 2027, and the Agreement is hereby renewed.

SECTION B. No Other Amendment. Except as herein modified, all terms and conditions of the underlying Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

Katie Bain
Katie Bain (Sep 1, 2026 14:19:44 EDT)

Katie Bain

Date: Sep 1, 2026

Interacid North America, Inc.

Brent Shonka
Brent Shonka (Sep 1, 2026 14:03:10 EDT)

Brent Shonka, General Manager

ATTEST:

Elianne Rivera (Sep 2, 2026 08:21:33 EDT)

Elianne Rivera, City Clerk

Date: Sep 2, 2026

CITY OF OVIEDO

Bryan Cobb (Sep 1, 2026 17:30:23 EDT)

Bryan Cobb, City Manager

From: Katie Bain <kbain@interacidna.com>
Sent: Wednesday, August 19, 2026 10:52 AM
To: Warren, Gail <GWarren@cityofoviedo.net>; McCue, Greg <gmccue@cityofoviedo.net>
Cc: Susan Forney <sforney@interacidna.com>
Subject: RE: City of Oviedo

EXTERNAL EMAIL: Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good morning,

We appreciate the opportunity to look at the price for the renewal option. Over the last 8 months; the global sulfuric market has experienced significant cost pressure driven by factors out of our control. To point out a few; the global supply has tightened considerably, and we are facing reduced export availability from key international markets into the Gulf. The Middle East war has caused issues in the fertilizer market and delivered costs of imported tons have increased due to freight and logistics. The primary raw material used to produce sulfuric acid; sulfur, has become more expensive worldwide due to supply disruptions and strong global demand.

When we renewed last year, The Green Markets, Sulfur Posting c lt effective July 1, 2025, was $252.00 lt compared to the recent price of $705.00 lt.

Sulfur	8/14/2026	Last Week	Year Ago
Tampa c lt ^	705	705	252

Sulfur	8/1/2025	Last Week	Year Ago
Tampa c lt ^	252	252	76

The overall sulfur price increase is $705-252= $453.00 for sulfur and then converting $453.00/3 = $151.00 for the sulfuric acid equivalent increase.
Basis Green Markets Publication:

Current Price:	$412.00
Increase for Sulphur:	+ $151.00
Proposed price effective 10/1/26:	$563.00

Based on the following attached support documentation; Interacid North America, Inc. is recommending a price increase of $151.00 from the current price of $412.00/ST to **$563.00/ST** for the last renewal option.

We appreciate your business and request your consideration of the above price increase.

Sincerely,

Katie Bain
Logisitics & Customer Solutions Coordinator
10210 Highland Manor Dr., Suite 140
Tampa, Florida 33610
o. 813-225-2000 | f. 813-225-1001
kbain@interacidNA.com
www.interacid-group.com

Beyond Limits. Beyond Expectations.

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ITB 24-21 Contract 3rd Amendment Interacid North America

Final Audit Report 2026-09-02

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Agreement completed.

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BURNETT LIME COMPANY, INC.

7095 HIGHWAY 11 • CAMPOBELLO, SC 29322 • 864-592-1658 • FAX: 864-592-1690 WWW.BURNETT-INC.COM

September 23, 2026

David Richards
Water Plant Superintendent
Highland Beach Utilities Water Treatment
3616 S. Ocean Blvd.
Highland Beach, FL 33487

RE~MIN® PROCESS
U.S. Patent Nos. 8,951,419 B2, 9,751,784 B2, and 10,662,094 B2

Subject: Sole Source CAL~FLO® Lime Slurry and RE~MIN PROCESS® US PATENTED

Burnett Lime Company, Inc., is the sole manufacturer of its product, CAL~FLO® Lime Slurry. Burnett Lime Company, Inc. is the exclusive representative for CAL~FLO® Lime Slurry and CAL~FLO® Lime Slurry Systems within the state of Florida for the purchase of new products, OEM repair parts, repairs, and maintenance.

CAL≋FLO SYSTEM & SLURRY is a Burnett Lime Company, Inc. trademark, which is produced and sold with the patented CAL~FLO® Lime Slurry System. In selecting the CAL~FLO® Lime Slurry System and Slurry, your facility will receive our feed system functional guarantee against sediment buildup in the storage tank and clogged feed lines. No other representative can sell products, repair/replacement parts, maintenance, repair/replacement services, field services, and technical support for Burnett Lime Company, Inc.

The RE~MIN Process is US Patented under the following numbers: 8,951,419, B2, and 9,751, 784, B2, and 10,662,094, and Patent Pending Number-18/653/213. As Highland Beach ROWTP has selected to implement the RE~MIN Process, the purchase of CAL~FLO® Lime Slurry will include the patent royalty for the use of this treatment method. **The delivered price for CAL~FLO® Lime Slurry to Highland Beach will be $0.1223 per liquid pound of a 30% suspension of calcium hydroxide. Typical shipments will weigh 45,000 pounds, and this quote is firm for the 2026 – 2027 fiscal year.**
Your contact for CAL~FLO® Lime Slurry is:

Name	Andrew Cannon or Judy Gregory
Address	7095 Hwy 11, Campobello, SC 29322
Phone	864-592-1658
Email	acannon@burnett-inc.com cc: jgregory@burnett-inc.com

If you have questions regarding this issue, please contact me at 864-592-1658.

Best regards,

Hugh Burnett

Hugh Burnett
MLC/BURNETT LIME CO. LLC.
Email: hburnett@burnett-inc.com
Web: www.burnett-inc.com

RE~MIN® PROCESS
CAL≋FLO SYSTEM & SLURRY NSF/ANSI/CAN 60 & 61 Certified BURNETT CO_2

CITY OF OVIEDO AGREEMENT FOR THE PURCHASE AND DELIVERY OF SULFURIC ACID WITH SULPHURIC ACID TRADING COMPANY, INC.

THIS AGREEMENT made and entered into the 1st day of October, 2024 by and between the City of Oviedo, Florida, whose address is 400 Alexandria Boulevard, Oviedo, Florida 32765, a municipal corporation of the State of Florida, holding tax exempt status, hereinafter referred to as the "CITY" and SULPHURIC ACID TRADING COMPANY, INC. (SATCO), whose principal and local address is 10210 Highland Manor Drive, Suite 140, Tampa, Florida 33610, hereinafter referred to as the "CONTRACTOR". The CITY and the CONTRACTOR are collectively referred to herein as the Parties.

***WITNESSETH*:**

WHEREAS, the CITY desires to retain the CONTRACTOR for the work identified in the bid and/or proposal specifications outlined in the Invitation to Bid (ITB) 24-21; and

WHEREAS, the CITY desires to retain the CONTRACTOR to provide Sulfuric Acid, as subsequently specifically set out in Purchase/Work Orders to be issued under this Agreement; and

WHEREAS, the CITY desires to employ the CONTRACTOR for the performance necessary to support the activities, programs and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONTRACTOR is desirous of performing and providing such goods/services upon said terms and conditions; and

WHEREAS, the CONTRACTOR hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high-quality goods and/or services to the CITY; and

WHEREAS, all CITY promulgated bid documents pertaining to Sulfuric Acid, and all submissions submitted by the CONTRACTOR in the proposals/bid submitted to the CITY are hereby incorporated herein to the extent not inconsistent with the terms and conditions as set forth herein.

WHEREAS, the CITY desires to retain the CONTRACTOR to provide all labor, materials, equipment, facilities and services in accordance with, but not limited to, the guidelines in the Scope of Work; and

WHEREAS, this Agreement is not subject to the provisions of the *Consultants Competitive Negotiations Act*; and

WHEREAS, the CITY desires to use the expertise and knowledge of the CONTRACTOR; and

WHEREAS, the CONTRACTOR recognizes the importance to the public of strict adherence to all laws, rules and regulations with particular regard to safety procedure and process; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties hereto as follows:

SECTION 1: GENERAL PROVISIONS.

(a) The term "CONTRACTOR" as used in this Agreement is hereby defined herein as that person or entity, including employees, servants, partners, principals, agents and assignees providing services under this Agreement.

(b) The CONTRACTOR acknowledges that the CITY may retain other goods and/or service providers to provide the same goods and/or services for CITY projects. The CONTRACTOR acknowledges that the CITY, at the CITY's option, may request proposals from the CONTRACTOR and the other goods and/or service providers for CITY projects. The CITY reserves the right to select which provider shall provide goods and/or services for the CITY's projects.

(c) The CONTRACTOR agrees to provide and ensure coordination between goods/services providers.

(d) This Agreement is for Plant Chemicals, as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.

(e) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the Parties have relied.

(f) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONTRACTOR certify that he/she/they is/are authorized to bind the CONTRACTOR fully to the terms of this Agreement.

(g) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Purchase/Work Order. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Purchase/Work Order.

(h) When the term "law" is used herein, said phrase shall include statutes, codes, rule and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

(i) Packages must be plainly marked with the shipper's name and the Purchase Order Number; charges are not allowed for boxing or crating unless previously agreed upon in writing.

(j) All materials must be shipped by the CONTRACTOR to the CITY. The CITY will not pay shipping, freight or express charges. The CONTRACTOR shall prepay shipping charges. Delivery must actually be affected within the time stated on the respective Purchase Order. The CITY reserves the right to cancel Purchase Orders and purchase elsewhere if delivery is not timely as stated on the Purchase Order. Deliveries shall be made between 8:00 A.M. and 5:00 P.M., Monday through Friday, unless otherwise stated. In case of default by the CONTRACTOR, the CITY may procure the articles or services covered by a Purchase Order from other sources and hold the CONTRACTOR responsible for any excess expense occasionally incurred thereby.

(k) The CONTRACTOR shall furnish the CITY with a current Material Safety Data Sheet (MSDS) on or before delivery or use of each and every hazardous chemical or substance purchased. Appropriate labels and MSDS's shall be provided for all shipments and relative to the usage of such materials.

(l) The CONTRACTOR hereby guarantees the CITY that all work and all material, supplies, services and equipment as listed on a Purchase Order meet the requirements, specifications and standards as provided for under the *Federal Occupations Safety and Health Act of 1970*, from time to time amended and in force on the date hereof.

(m) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the Parties, or as constituting the CONTRACTOR (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

(n) Persons employed by the CONTRACTOR in the provision and performance of the goods and/or services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

(o) No claim for goods and/or services furnished by the CONTRACTOR not specifically provided for herein or in a Purchase/Work Order shall be honored by the CITY.

SECTION 2: SCOPE OF SERVICES.

(a) The CONTRACTOR shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services included in each subsequently entered Purchase/Work Order. Unless modified in writing by the Parties hereto, the duties of the CONTRACTOR shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

(b) The CONTRACTOR shall provide the goods and/or services as generally set forth and described in Exhibit "A" to this Agreement and specifically detailed in various Purchase/Work Orders as may be issued from time-to-time by the CITY.

SECTION 3: PURCHASE/WORK ORDERS.

(a) The provision of goods and/or services to be performed under the provisions of this Agreement shall be commenced as set forth in the CITY's bid/procurement documents upon the execution of this Agreement and a Purchase/Work Order issued on a form provided by the CITY hereunder commencing the provision of goods and services. Additional services to be performed or goods to be provided by the CONTRACTOR to the CITY shall be authorized in written Purchase/Work Orders issued by the CITY on a form provided by the CITY. Purchase/Work Orders executed by the CITY shall include a detailed description of quantities, services and a completion schedule. The CONTRACTOR shall review Purchase/Work Orders and notify the CITY in writing of asserted inadequacies for the City's correction, if warranted. In every case, if work is completed by the CONTRACTOR without authorization by a purchase/work order or a change order, the CITY is not obligated to compensate the CONTRACTOR for the unauthorized work.

(b) If the services required to be performed by a Work Order are clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONTRACTOR shall perform all services required by the Work Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated therein.

(c) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONTRACTOR shall perform all work required by the Work Order; but in no event, shall the CONTRACTOR be paid more than the Not-to-Exceed amount specified in the applicable Work Order.

(d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Limitation of Funds amount. The CONTRACTOR is not authorized to exceed that amount without the prior written approval of the CITY.

Said approval, if given by the CITY, shall indicate a new Limitation of Funds amount. The CONTRACTOR shall advise the CITY whenever the CONTRACTOR has incurred expenses on any Work Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount.

(e) For Work Orders issued on a "Fixed Fee Basis", the CONTRACTOR may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONTRACTOR may invoice the amount due for actual work hours performed but, in no event, shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.

(g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes which shall be prescribed on the face of the Work Order. If the CITY determines that work is substantially complete and the amount retained is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.

(h) For Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONTRACTOR may invoice the amount due for services actually performed and completed. The CITY shall pay the CONTRACTOR one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

(i) Payments shall be made by the CITY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONTRACTOR shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Work Order Number, Contract Number and all other information required by this Agreement.

SECTION 4: CONTRACTOR UNDERSTANDING OF GOODS/SERVICES REQUIRED.

Execution of this Agreement by the CONTRACTOR is a representation that the CONTRACTOR is familiar with the goods and/or services to be provided and/or performed and with local conditions. The CONTRACTOR shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONTRACTOR has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Purchase/Work Orders, and that it is well

acquainted with the work conditions and the components that are properly and customarily included within such projects and the requirements of laws, ordinance, rules, regulations or orders of any public authority or licensing entity having jurisdiction over the CITY's Projects. Execution of a Purchase/Work Order shall be an affirmative and irrefutable representation by the CONTRACTOR to the CITY that the CONTRACTOR is fully familiar with any and all requisite work conditions of the provisions of the goods and/or services.

SECTION 5: CHANGE ORDERS.

(a) The CITY may revise the scope of services or order for goods set forth in any particular Purchase/Work Order.

(b) Revisions to any Purchase/Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the goods and/or services authorized. Change Orders shall identify this Agreement and the appropriate Purchase/Work Order number. Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the goods and/or services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the Parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONTRACTOR's schedule.

SECTION 6: CONTRACTOR RESPONSIBILITIES.

(a) The CONTRACTOR shall be responsible for the professional quality, accepted standards, technical accuracy, neatness of appearance of employees, employee conduct, safety, and the coordination of all goods and/or services furnished by the CONTRACTOR under this Agreement as well as the conduct of its staff, personnel, employees and agents. For purposes of the Patient Protection and Affordable Care Act of 2010, including, but not limited to, Code Section 4980H (the "Employer Mandate"), CONTRACTOR hereby agrees that it is the common law employer of any Personnel provided by CONTRACTOR to the CITY. CONTRACTOR agrees to provide "affordable," "minimum value" health coverage to any and all Personnel determined to be "full-time employees" (as those terms are defined under the Employer Mandate). In no event shall the CITY be considered the common law employer or a joint employer of Personnel for purposes of the Employer Mandate. The CONTRACTOR shall provide to the CITY a list of employee working days, times and assignments within two (2) hours of the CITY's request for such information and the CITY may request and the CONTRACTOR shall provide employee addresses and drivers' licenses. All CONTRACTOR employees shall at all times when performing work wear identification badges which, at a minimum, provides the name of the employee and the CONTRACTOR. The CONTRACTOR shall work closely with the

CITY on all aspects of the provision of the goods and/or services. With respect to services, the CONTRACTOR shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy and the coordination of all of the following which are listed for illustration purposes only and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONTRACTOR under this Agreement. The CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his/her/its plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature. The CONTRACTOR's submissions in response to the subject bid or procurement processes are incorporated herein by this reference thereto.

(b) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONTRACTOR's negligent or improper performance or failure to perform any of the goods and/or services furnished under this Agreement.

(c) The rights and remedies of the CITY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

(d) Time is of the essence in the performance of all goods and/or services provided by the CONTRACTOR under the terms of this Agreement and each and every Purchase/Work Order.

SECTION 7: CITY RIGHTS AND RESPONSIBILITIES.

(a) The CITY shall reasonably cooperate with the CONTRACTOR in a timely fashion at no cost to the CONTRACTOR as set forth in this Section.

(b) The CITY shall furnish a CITY representative, as appointed by the designated representative to administer, review and coordinate the provision of services under Purchase/Work Orders.

(c) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONTRACTOR. The availability and necessity of said personnel to assist the CONTRACTOR shall be determined solely at the discretion of the CITY.

(d) The CITY shall examine all of the CONTRACTOR's goods and/or services and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the goods and/or services of the CONTRACTOR.

(e) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.

(f) The CITY shall give written notice to the CONTRACTOR whenever the CITY's designated representative knows of a development that affects the goods and/or services provided and performed under this Agreement, timing of the CONTRACTOR's provision of goods and/or services, or a defect or change necessary in the goods and/or services of the CONTRACTOR.

(g) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law. The CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement as well as the adjustment of payments made to the CONTRACTOR based upon the quality of work of the CONTRACTOR.

(h) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONTRACTOR in carrying out the duties and responsibilities deriving from this Agreement.

(i) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

(j) Neither the CITY's review, approval or acceptance of, nor payment for, any of the goods and/or services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY or the public caused by the CONTRACTOR's negligent or wrongful provision or performance of any of the goods and/or services furnished under this Agreement.

(k) All deliverable analysis, reference data, survey data, plans and reports or any other form of written instrument or document that may result from the CONTRACTOR's services or have been created during the course of the CONTRACTOR's performance under this Agreement shall become the property of the CITY after final payment is made to the CONTRACTOR.

SECTION 8: COMPENSATION.

(a) Compensation to the CONTRACTOR shall be as set forth in each Purchase/Work Order which assigns goods to be provided or services to be accomplished by the CONTRACTOR .

(b) The CONTRACTOR shall be paid in accordance with the schedule of charges as set forth in Exhibit "B" attached hereto.

(c) There are no reimbursable expenses to be paid to the CONTRACTOR except as specifically set forth herein.

SECTION 9: INVOICE PROCESS.

(a) Invoices, which are in an acceptable form to the CITY and without disputable items, which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY.

(b) The CONTRACTOR will be notified of any disputable items contained in invoices submitted by the CONTRACTOR within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies.

(c) The CITY and the CONTRACTOR will make every effort to resolve all disputable items contained in the CONTRACTOR's invoices.

(d) Each invoice shall reference this Agreement, the appropriate Purchase/Work Order and Change Order if applicable, and billing period.

(e) The *Florida Local Government Prompt Payment Act* shall apply when applicable. A billing period represents the dates in which the CONTRACTOR completed goods and/or services referenced in an invoice.

(f) Invoices are to be forwarded directly to:

Finance Department
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

SECTION 10: COMMENCEMENT/IMPLEMENTATION SCHEDULE OF AGREEMENT.

(a) The CONTRACTOR shall commence the provision of goods and/or services as described in this Agreement upon execution of this Agreement or execution of a Purchase/Work Order issued by the CITY.

(b) The CONTRACTOR and the CITY agree to make every effort to adhere to the schedules required by the CITY or as established for the various Purchase/Work Orders as described in each Purchase/Work Order. However, if the CONTRACTOR is delayed at any time in the provision of goods and/or services by any act or omission of the CITY, or of any employee, tumult of the CITY, or by any other contractor employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, terrorism, unavoidable casualties, or any other causes of *force majeure* not resulting from the inactions or actions of the CONTRACTOR and beyond the CONTRACTOR's control which would not reasonably be expected to occur in connection with or during performance or provision of the goods and/or services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONTRACTOR shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: TERM/LENGTH OF AGREEMENT.

(a) The initial term of this Agreement shall be for a period of one (1) year.

(b) After the initial term, this Agreement may be renewed for (4) four additional one (1) year periods, if mutually agreeable to both Parties.

(c) The maximum term for the contract and all renewals is a cumulative term of five (5) years. Should the CITY not wish to not have the contract automatically renewed, the CITY shall provide written notice ninety (90) days prior to the automatic renewal.

SECTION 12: DESIGNATED REPRESENTATIVES.

(a) The CITY designates the City Manager or his/her designated representative, to represent the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.

(b) The City Manager, or his/her designated representative, shall have the following responsibilities:

(1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR;

(2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;

(3) Giving prompt written notice to the CONTRACTOR whenever the CITY official representative knows of a defect or change necessary in the project; and

(4) Coordinating and managing the CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

(c) Until further notice from the City Manager the designated representative for this Agreement is:

City Manager
City Of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

(d) The CONTRACTOR's designated representative is:

Brent Shonka, General Manager
Sulphuric Acid Trading Company, Inc.
10210 Highland Manor Drive, Suite 140
Tampa, Florida 33610

SECTION 13: TERMINATION/SUSPENSION OF AGREEMENT.

(a) The CITY may terminate this Agreement or any Purchase/Work Order for convenience at any time or this Agreement or any Purchase/Work Order for any one (1) or more of the reasons as follows:

(1) If, in the CITY's opinion, adequate progress to be provided or under a Purchase/Work Order is not being made by the CONTRACTOR due to the CONTRACTOR's failure to perform; or

(2) If, in the CITY's opinion, the quality of the goods and/or services provided by the CONTRACTOR is/are not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONTRACTOR has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or

(3) The CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONTRACTOR; or

(4) The CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

(5) The CONTRACTOR violates the Standards of Conduct provisions herein or any provision of Federal, State or local law or any provision of the CITY's Code of Conduct.

(b) In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter to the CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement or any Purchase/Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within seven (7) calendar days of the date of the letter, the CITY may consider the CONTRACTOR to be in default, and may then immediately terminate this Agreement or any Purchase/Work Order in progress under this Agreement.

(c) In the event that this Agreement or a Purchase/Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Purchase/Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONTRACTOR.

SECTION 14: TERMINATION BY CONTRACTOR FOR CAUSE.

(a) The CONTRACTOR may terminate this Agreement only if the CITY fails to pay the CONTRACTOR in accordance with this Agreement.

(b) In the event of the cause described in Subsection (a), the CONTRACTOR shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONTRACTOR within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONTRACTOR may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 15: TERMINATION BY THE CITY WITHOUT CAUSE.

(a) Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirely without cause, or terminate any specific Purchase/Work Order without cause, if such termination is deemed by the CITY to be in the public interest, in writing of deficiencies or default in the performance of its duties under the Agreement and the CONTRACTOR shall have ten (10) days to correct same or to request, in writing, a hearing.

(b) Failure of the CONTRACTOR to remedy said specified items of deficiency or default in the notice by either the CITY's designated representative within ten (10)

days of receipt of such notice of such decisions, shall result in the termination of the Agreement, and the CITY shall be relieved of any and all responsibilities and liabilities under the terms and provisions of the Agreement.

(c) The CITY shall have the right to terminate this Agreement without cause with a one-hundred twenty (120) day written notice to the CONTRACTOR. The CITY reserves the right to terminate any Agreement for cause with a five (5) day written notice to the CONTRACTOR. Notice shall be served to the Parties as specified in the Agreement.

(d) In the event that this Agreement is terminated, the CITY shall identify any specific Purchase/Work Order(s) being terminated and the specific Purchase/Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.

(e) This Agreement will remain in full force and effect as to all authorized Purchase/Work Order(s) that is/are to be continued to completion.

(f) In the event that after the CITY's termination for cause for failure of the CONTRACTOR to fulfill its obligations under this Agreement it is found that the CONTRACTOR has not so failed, the termination shall be deemed to have been for convenience and without cause.

SECTION 16: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Purchase/Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services provided by the CONTRACTOR to the date of termination and any additional services shall be paid to the CONTRACTOR.

SECTION 17: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination given by either party, the terminated party shall promptly discontinue the provision of all goods and/or services, unless the notice provides otherwise.

SECTION 18: SUSPENSION.

(a) The performance or provision of the CONTRACTOR's goods and/or services under any Purchase/Work Order or under this Agreement may be suspended by the CITY at any time.

(b) In the event the CITY suspends the performance or provision of the CONTRACTOR's services hereunder, the CITY shall so notify the CONTRACTOR in writing, such suspension becoming effective within seven (7) days from the date of mailing, and the CITY shall pay to the CONTRACTOR within thirty (30) days all compensation which has become due to and payable to the CONTRACTOR to the

effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONTRACTOR for the suspended provision of goods and/or services unless and until the CITY's designated representative notifies the CONTRACTOR in writing that the provision of the goods and/or services of the CONTRACTOR called for hereunder are to be resumed by the CONTRACTOR.

(c) Upon receipt of written notice from the CITY that the CONTRACTOR's provision of goods and/or services hereunder are to be resumed, the CONTRACTOR shall continue to provide the services to the CITY.

SECTION 19: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION.

All services, programs and activities of the CITY are offered and solicited without regard to race, color, national origin, age, sex, religion, disability or family status in accordance with the CITY's Title VI Nondiscrimination Policy, Plan and Procedures. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONTRACTOR, moreover, shall comply with all the requirements as imposed by the *Americans with Disability Act*, the regulations of the Federal government issued thereunder, and any and all requirements of Federal or State law related thereto.

SECTION 20: INDEMNITY

CONTRACTOR shall defend, indemnify and hold harmless the CITY and all of its officials, officers, agents and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of the CONTRACTOR, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. To the fullest extent permitted by law, CONTRACTOR will further hold harmless, defend and indemnify the CITY, its Affiliates and its and their officers, directors, agents, employees, subcontractors and customers from and against any Claims in any way arising from or related to a failure of the CONTRACTOR's failure to offer health coverage to personnel which failure results in the assessment of a penalty against the CITY.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the CITY when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt

of such good and valuable consideration provided by the CITY in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve the CONTRACTOR of its liability and obligation to defend, hold harmless and indemnify the CITY as set forth in this section of the Agreement.

Nothing herein shall be construed to extend the CONTRACTOR's liability beyond that provided in Section 768.28, Florida Statutes.

SECTION 21: INSURANCE.

The CONTRACTOR shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance with minimum policy limits as set forth below, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and name the CITY as a named, additional insured, as well as furnishing the CITY with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the CONTRACTOR as required herein shall be considered, and the CITY agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the CITY, and that any otheer insurance, or self-insurances available to the CITY shall be considered secondary to, or in excess of, the insurance coverages(s) procured by the CONTRACTOR as required herein.

Nothing herein shall be construed to extend the CITY's liability beyond that provided in Section 768.28, Florida Statutes.

(1) Workers Compensation/Employer Liability: The CONTRACTOR shall provide Worker's Compensation for all employees at limits not less than the following:

$1,000,000 Each Accident
$1,000,000 Each Employee
$1,000,000 Policy Limit for Disease

(2) Commercial General Liability: The CONTRACTOR will provide coverage for all operations including, but not limited to, contractual, products and complete operations and personal injury at limits not less than the following:

$1,000,000 Bodily Injury & Property Damage - each occurrence

$1,000,000 Personal & Advertising Injury - each occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregates limit
$ 5,000 Medical Payments
$ 100,000 Fire Damage Legal Liability

(3) Commercial Business Automobile Liability: The CONTRACTOR shall provide complete coverage for owned and non-owned vehicles for limits not less than $2,000,000 CSL or its equivalent.

(4) Pollution Liability Insurance: The CONTRACTOR shall provide coverage in the amount of $2,000,000 for injury and/or property damage claims, applicable to the work being performed, caused by the release of, or the inability to properly manage or guard against the release of, hazardous materials.

SECTION 22: E-VERIFY

In accordance with Executive Order 11-116 signed by the Florida Governor on May 27, 2011, as well as other applicable law, Consultant shall be required to utilize the E-verify system, established by the U.S. Department of Homeland Security, to verify the employment eligibility of its employees and any of its subconsultants assigned to perform work on the Project. This is a continuing obligation that applies throughout the duration of the Project, and Consultant acknowledges that any additional personnel, not previously verified, who may be assigned to the Project will be subject to the aforementioned E-verification requirement. Results of the E-verification will be provided to the CITY and remain in the Consultant's project records for review by the CITY as requested. Additionally, Consultant shall certify to the CITY, by affidavit, that the Consultant has verified through the E-verify system the employment status of each employee and/or subconsultant assigned to work on the Project. Consultant shall be responsible for including this provision in all its' subcontracts issued on regard to this Contract.

SECTION 23: STANDARDS OF CONDUCT.

(a) The CONTRACTOR warrants that it has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a *bona fide* employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.

(b) The CONTRACTOR shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection or discrimination.

(c) The CONTRACTOR hereby certifies that no undisclosed (in writing) conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONTRACTOR, or any interest in property that the CONTRACTOR may have. The CONTRACTOR further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.

(d) The CONTRACTOR shall ensure that all taxes due from the CONTRACTOR are paid in a timely and complete manner including, but not limited to, occupational license tax.

(e) If the CITY determines that any employee or representative of the CONTRACTOR is not satisfactorily performing his/her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONTRACTOR, in writing. The CONTRACTOR shall immediately remove such employee or representative of the CONTRACTOR from such assignment.

(f) The CONTRACTOR shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

(g) The CONTRACTOR shall certify, upon request by the CITY, that the CONTRACTOR maintains a drug free workplace policy in accordance with Section 287.0878, *Florida Statutes*. Failure to submit this certification may result in termination of this Agreement.

(h) If the CONTRACTOR or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination of this Agreement by the CITY. The CONTRACTOR shall provide a certification of compliance regarding the public crime requirements set forth in State law upon request by the CITY.

(i) The CITY reserves the right to unilaterally terminate this Agreement if the CONTRACTOR refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119*, *Florida Statutes*, and other applicable law, and made or received by the CONTRACTOR in conjunction, in any way, with this Agreement.

(j) The CONTRACTOR shall comply with the requirements of the *Americans with Disabilities Act* (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.

(k) The CITY will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) Section 274A(e) of the *Immigration and Nationally Act* (*INA*). The CITY shall consider the employment by the CONTRACTOR of unauthorized aliens, a violation of Section 274A(e) of the *INA*. Such violation by the CONTRACTOR of the employment provisions contained in Section 274A(e) of the *INA* shall be grounds for immediate termination of this Agreement by the CITY.

(l) The CONTRACTOR agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the goods and/or services provided to the CITY. The CONTRACTOR agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment will ensure compliance with any and all employment safety, environmental and health laws.

(m) The CONTRACTOR shall ensure that all goods and/or services are provided to the CITY after the CONTRACTOR has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.

(n) If applicable, in accordance with Section 216.347, *Florida Statutes*, the CONTRACTOR shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or State agency.

(o) The CONTRACTOR shall advise the CITY in writing if it has been placed on a discriminatory vendor list, may not submit a bid on a contract to provide goods or services to a public entity, or may not transact business with any public entity.

(p) The CONTRACTOR shall not engage in any action that would create a conflict of interest in the performance of that actions of any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government.

(q) PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to section 287.05701, *Florida Statutes*, as amended, the CITY will not request documentation of or consider the CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible vendor. The CONTRACTOR is further notified that the CITY's governing body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

(r) PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES. Pursuant to Florida Statutes Section 287.135, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725 or that is engaged in the boycott of Israel is

prohibited. CONTRACTOR must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars ($1,000,000) or more shall be terminated at the CITY's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the CITY's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. CONTRACTOR must have submitted certification with the original solicitation. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to CONTRACTOR of the CITY's determination concerning the false certification. CONTRACTOR shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If CONTRACTOR does not demonstrate that the CITY's determination of false certification was made in error, then the CITY shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 287.135(5)(a).

SECTION 24: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS.

(a) The CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

(b) The CONTRACTOR shall maintain and allow access to the records required under this Section for a minimum period of five (5) years after the completion of the provision or performance of goods and/or services under this Agreement and date of final payment for said goods and/or services, or date of termination of this Agreement.

(c) The CITY may perform, or cause to have performed, an audit of the records of the CONTRACTOR before or after final payment to support final payment under any Purchase/Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONTRACTOR and the CITY subsequent to the close of the final fiscal period in which goods and/or services are provided or performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(d) In addition to the above, if Federal, State, County, or other entity funds are used for any goods and/or services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or Seminole County, or any representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to goods and/or services

provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(e) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the CITY within thirty (30) days of notice by the CITY of the request for the refund.

(f) The CONTRACTOR agrees to fully comply with all State laws relating to public records.

(g) The CONTRACTOR agrees to fully comply with all State laws relating to public records. In order to comply with Section 119.0701, Florida Statutes, the CONTRACTOR must: (1). Keep and maintain public records required by the City to perform the service, (2). Upon request from the City 's custodian of public records, provide the public with a copy of the public records requested or allow the records to be inspected or copied within a reasonable time and 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 term of this Agreement and following completion of this Agreement if the CONTRACTOR does not transfer the records to the City, (4) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the CONTRACTOR or keep and maintain public records required by the City to perform the service. If the CONTRACTOR transfers all public records to the City upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City, and (5). If the CONTRACTOR does not comply with a public records request, the City shall enforce any and all Agreement provisions in accordance with this Agreement and the CONTRACTOR shall be subject to all rights and remedies of the City and the public under controlling State law.

A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the CONTRACTOR of the request, and the CONTRACTOR must provide the records to the City or allow the records to be inspected or copied within a reasonable time. Failure by the CONTRACTOR to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The CONTRACTOR shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the City with a copy of the CONTRACTOR's response to each such request.

The CONTRACTOR agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 971-5504, ELIANNE RIVERA, CITY CLERK, CITY HALL, CITY OF OVIEDO, 400 ALEXANDRIA BOULEVARD, OVIEDO, FLORIDA 32765, ERIVERA@CITYOFOVIEDO.NET.

SECTION 25: CODES AND DESIGN STANDARDS.

(a) All goods and/or services to be provided for performed by the CONTRACTOR shall, at a minimum, be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any and all Federal, State and local regulatory agencies.

(b) The CONTRACTOR shall be responsible for keeping apprised of any changing laws, applicable to the goods and/or services to be performed under this Agreement.

SECTION 26: ASSIGNABILITY.

(a) The CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

(b) The CONTRACTOR agrees to reasonably participate in the contract "piggybacking" programs pertinent to local governments.

SECTION 27: SUBCONTRACTORS.

(a). The CONTRACTOR may subcontract certain specialty services as set forth in this Agreement as approved by the CITY provided; however, that, the main work performed under the Agreement shall, in all respected, be performed by the CONTRACTOR.

(b). No subcontract shall be construed or interpreted, under any circumstances, to relieve the CONTRACTOR of its liability and obligations under this Agreement.

(c). The CITY shall work directly with the CONTRACTOR in terms of the provision of the services to the CITY and the CITY shall not have any obligation to work directly with any subcontractor and, should the CITY communicate with any subcontractor in any way, it shall continue to be the obligation of the CONTRACTOR to ensure that all services are provided to the CITY as set forth in this Agreement in every respect.

(d). It shall, at all times, be the CONTRACTOR's responsibility to ensure that subcontractors have in place the same liability coverage as the CONTRACTOR and that such liability coverage is available to fully protect the CITY under the Agreement; provided, however, that, in the event that any coverage fail to adequately protect the CITY, the CONTRACTOR shall ensure that its liability coverage so protects the CITY. This shall be a continying obligation of the CONTRACTOR.

SECTION 28: CONTROLLING LAWS/VENUE/INTERPRETATION.

(a) This Agreement is to be governed by the laws of the State of Florida.

(b) Venue for any legal proceeding related to this Agreement shall be in the Eighteenth Judicial Circuit Court in and for Seminole County, Florida.

(c) This Agreement is the result of *bona fide* arms length negotiations between the CITY and the CONTRACTOR and all Parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 29: *FORCE MAJEURE*.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by *Force Majeure*. *Force Majeure* shall include, but not be limited to, hostility, terrorism, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 30: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

(a) This Agreement, together with the exhibit(s), if any, constitutes the entire integrated Agreement between the CITY and the CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the Parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral.

(b) This Agreement may only be amended, supplemented or modified by a formal written amendment.

(c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties.

SECTION 31: NOTICES.

(a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.

(b) For the present, the Parties designate the following as the representative places for giving of notice, to-wit:

For the CITY:

City Manager
City of Oviedo
400 Alexandria Boulevard
Oviedo, Florida 32765

For the CONTRACTOR:

Brent Shonka, General Manager
Sulphuric Acid Trading Company, Inc.
10210 Highland Manor Drive, Suite 140
Tampa, Florida 33610

(c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONTRACTOR agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive

notice, lack of prejudice or any other grounds as a substitute for the failure of the CONTRACTOR to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 32: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 33: NO GENERAL CITY OBLIGATION.

(a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the *ad valorem* taxing power of the CITY or a general obligation or indebtedness of the CITY within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds.

(b) The CONTRACTOR shall not have the right to compel the exercise of the *ad valorem* taxing power of the CITY.

SECTION 34: EXHIBITS.

Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

SECTION 35: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 36: SEVERABILITY/CONSTRUCTION.

(a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than

those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

(b) All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 37: ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the Parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.

(b) The CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONTRACTOR had knowledge and failed to present during the CITY procedures.

(c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the Parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the Parties. Costs of voluntary mediation shall be shared equally among the Parties participating in the mediation.

SECTION 38: COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Council taking action on the 16th day of September, 2024, and the CONTRACTOR signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

Katie Bain
Katie Bain (Sep 25, 2024 08:43 EDT)

Katie Bain

SULPHURIC ACID TRADING COMPANY, INC.

By: Brent Shonka

Brent Shonka, General Manager

Date: Sep 25, 2024

ATTEST:

Elianne Rivera (Sep 25, 2024 16:08 EDT)

Elianne Rivera, City Clerk

CITY OF OVIEDO

By:

Megan Sladek (Sep 25, 2024 14:30 EDT)

Megan Sladek, Mayor

Date: Sep 25, 2024

For the use and reliance of the City of Oviedo only. Approved as to form and legal sufficiency.

David Hall
David Hall (Sep 25, 2024 11:28 EDT)

David W. Hall
Assistant City Attorney

SECTION 3: SPECIAL CONDITIONS

A. REPRESENTATION AND WARRANTIES OF THE CONTRACTOR

The Contractor(s) represents and warrants to the City:

1. They have been in the business of supplying and delivering Plant Chemicals for a minimum of three (3) years.

2. They can provide to the City references of three (3) commercial and/or governmental accounts.

3. They have a sufficient number of employees and delivery vehicles necessary to effectively and efficiently perform the work defined herein.

4. They have the financial resources and equipment to perform this contract.

B. MANNER OF PERFORMANCE

1. The Contractor(s) shall perform all its obligations and functions under this agreement in accordance with all terms, conditions, and specifications laid forth by the City.

2. The Contractor(s) shall instruct its personnel that no gratuities shall be solicited or accepted for any reason whatsoever from any City employee or resident of the City of Oviedo.

3. The Contractor(s) will abide by all State and Federal Regulations on wages and hours of an employee.

4. The Contractor(s) shall be responsible for all its employees and their conduct and actions during the term of this contract with the City of Oviedo.

5. Contractor understands that time is of the essence in the performance of this Contract and will work diligently to deliver materials within the time stated on each specification or else the City will carry out the work utilizing supplemental resources or Contractors.

6. The Contractor(s) shall keep current all licenses and permits whether Municipal, County, State, or Federal required for the performance of its obligations and functions hereunder and shall pay promptly when all fees become due.

C. SAFETY

1. The Contractor(s) shall provide adequate manpower and equipment and take other necessary means to ensure that materials are unloaded safely to protect the public and shall be fully responsible for implementing safety measures in performing its work under this Contract.

2. Drivers utilized in the performance of this contract must possess the necessary experience, training and expertise on the proper unloading techniques and shall provide constant inspection and observation during the unloading process to prevent spills or other emergencies.

3. Drivers utilized in the performance of this contract must possess the necessary experience, training and expertise on the proper emergency measures and procedures to follow in the event of a spill.

D. EFFECTIVENESS AND DURATION

1. The City's Standard Goods and Services Agreement, a sample of which is attached as "Exhibit A" will be the contracting mechanism for the bid award. Each contractor shall become familiar with all the terms contained in the agreement and be willing to execute the agreement before submitting a bid. There shall be no exceptions to the terms of the agreement and the agreement may not be amended.

2. The agreement alone will not authorize the work or purchase of materials or require the City to place any orders for work or materials. Required services and/or materials will be specifically enumerated, described and depicted in the Purchase Order authorizing the purchase of the specific materials and/or services.

4. The agreement will be for a period of one (1) year at a fixed price and shall include all charges that may be incurred in fulfilling the terms of this bid. The agreement will be automatically renewed on an annual basis for a maximum of four (4) additional one-year periods.

   The maximum term for the contract and all renewals is a cumulative term of five (5) years.

SECTION 4: SPECIFICATIONS

A. DESCRIPTION OF SERVICES

The City of Oviedo is seeking qualified contractor(s) to provide Plant Chemicals as indicated in the specifications and requirements of this solicitation. Authorization for performance of services and delivery of products under this Agreement shall be in the form of written purchase orders, issued by the City on an as-needed basis. Chemicals shall be delivered to City properties, and shall include all labor, materials and supplies necessary to deliver and unload these materials.

The quantities contained in this bid and on the bid, form are estimates and in no way represents a guaranteed procurement.

Upon award, the successful bidder(s) shall obtain and furnish to the City of Oviedo a copy of the insurance certificate naming the City of Oviedo as an additional insured and provide a copy of the endorsement, in accordance with these bid documents and subsequent agreement(s).

The City of Oviedo does not pay Federal excise and State sales taxes. Our tax exemption number is 85-8013573053C-0 and is also listed on all of our Purchase Orders.

Orders and deliveries will be coordinated through the City's Water, Wastewater and Recreation and Parks Personnel. Payment will be accomplished by submission of invoices by location and purchase order number and mailed to:

City of Oviedo
Accounts Payable
400 Alexandria Blvd.
Oviedo, FL 32765

The successful bidder must supply M.S.D.S. (Material Safety Data Sheets) on the product and supply the City with copies of the manufacturer's shipping and handling safety procedures.

Purchasing these chemicals from a State Purchase Contract, Cooperative Contract, or any other State or Local Governmental entities bid or contract, if doing so is in the best interest of the City of Oviedo, will not waive or void any of the terms and conditions contained in the Agreement.

The Florida Local Government Prompt Payment Act shall apply to the payment of all invoices.

B. PRODUCT AND DELIVERY REQUIREMENTS

Supplier is responsible for all connections and adapters required to match the City's piping at the delivery/discharge location.

Bidder must submit a certificate of compliance and certified analysis as to the composition of the product with the bid.

A Certificate of Analysis must be provided to the City with each delivery.

Deliveries will be between the hours of 7am and 2pm Monday through Friday with exception of holidays.

Delivery must be made within one week after receipt of order.

Suppliers shall provide a 48-hour notice prior to delivery.

Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from poor performance of delivery personnel. Proper performance shall require delivery attendant's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies.

Sulfuric Acid 93%

Estimated Quantity: 8,400 gallons, more or less. This is an estimated volume and in no way obligates the City to purchase any minimum amount.

Product Requirements: The City of Oviedo is seeking a firm price per gallon (delivered) for the purchase of Sulfuric Acid 93% for use at the City's Water Treatment Plant located at 250 West Mitchell Hammock Road, Oviedo, Florida, 32765. Product must be approved for drinking water application and meet or exceed the American Water Works Association (AWWA) and National Sanitation Foundation (NSF) standards.

Deliverable Quantity: 700 gallons

EXHIBIT B

REVISED BID FORM

The undersigned hereby declares that after carefully examining these bid documents, they are fully aware of all conditions affecting such work/items, for which bids were advertised to be returned by **July 11, 2024** and does hereby submit the following bid for completion of said services.

The undersigned hereby certifies that all information contained in this Invitation to Bid is truthful to the best of their knowledge and belief and further certifies that they are duly authorized to submit this bid on behalf of the Contractor as its act and deed and that the Contractor is ready, willing and able to perform if awarded this Bid.

The City reserves the right to accept any or all bids, to waive informalities, and to reject all or any part of any bid as they may deem to be in the best interest of the City.

This Bid Form is a mandatory form to ease bid tabulation and analysis; however, it can be accompanied by additional supportive forms. An officer or representative who has official authorization to sign bids MUST sign this Bid Form. Failure to sign in the space provided below will result in the bid being rejected.

Contractors are not required to provide pricing for all Bid Categories, but are to provide pricing for all categories in which they are able to supply. Please list the total annual cost of each Bid Category. All changes must be initialed in ink. This bid form must be used to submit your bid.

Item	Product Description	Deliverable Quantity	Location	Estimated Annual Quantity	Units	Unit Cost (Delivered)
1	Sodium Hypochlorite	5,000	Water Plant	390,000	gal	$ N/A
		4,000	Wastewater Plant	120,000	gal	
2	Sodium Hypochlorite	1,000	Swimming Pool Use Only	17,000	gal	$ N/A
3	Sodium Hydroxide	3,500	Water Plant	54,500	gal	$ N/A
4	Ammonia Hydroxide	1,200	Water Plant	25,000	gal	$ N/A
5	Carbon Dioxide	38,000	Water Plant	1,800,000	lbs.	$ N/A
6	Sulfuric Acid	700	Water Plant	8,400	gal	$ 3.1518
7	Fluoride	700	Water Plant	8,400	gal	$ N/A

Company Name: Sulphuric Acid Trading Company, Inc.

Signature of Authorized Representative: Brent Shonka

Printed Name of Authorized Representative: Brent Shonka, General Manager

SATCO
Sulphuric Acid Trading Company, Inc.

10210 Highland Manor Drive, Suite 140
Tampa, FL 33610
Telephone (813) 225-2000
Fax (813) 225-1001

City of Oviedo
ITB No. 24-21
Plant Chemicals – Specifically Sulfuric Acid

Certificate of Compliance

The sulphuric acid represented by this bid complies with all applicable specifications referenced herein and will be sourced from SATCO's Terminal in Tampa, Florida; certified by **ANSI/NSF Standard 60, the NSF Drinking Water Additives Certification Program.** This Certification represents that this product conforms to all applicable requirements of **NSF Standard 60** and all applicable program policies.

Signed by: Brent Shonka
Brent Shonka, General Manager

Date: July 10, 2024

SATCO
Sulphuric Acid Trading Company, Inc.

10210 Highland Manor Drive, Suite 140
Tampa, Fl 33610
Telephone (813) 225-2000
Fax (813) 225-1001

Sulphuric Acid Specification

Property	Unit	Guaranteed
H_2SO_4	%	93.2 min.
	%	95.5 max
Specific Gravity at 60 ^{O}F		1.84

Property	Unit	Typical*
Clarity @ 500 NM	%	> 70
Color	APHA	< 50
Turbidity	NTU	< 60
Iron	ppm	< 50
Sulphur Dioxide (SO_2)	ppm	< 50
Nitrogen Oxides (NO_3)	ppm	< 10
Mercury	ppm	< 0.5
Arsenic	ppm	< 2

**Typical values are analyzed on a quarterly basis. These properties are listed for reference and are not guaranteed.*

Produced sulphuric acid is normally a clear and particle free product. Transportation and handling equipment (pumps, storage tanks, truck trailers, rail cars etc.) generate particulates that could be visible in the sulphuric acid. For process or applications that require particle free product, acid filtration equipment is recommended.

SATCO, Inc. is NSF/ANSI Standard 60 Certified.

ACTION OF THE DIRECTORS
OF SULPHURIC ACID TRADING COMPANY, INC.
BY UNANIMOUS WRITTEN CONSENT
IN LIEU OF ANNUAL MEETING

The undersigned, constituting all the directors of Sulphuric Acid Trading Company, Inc., a Florida corporation (the "Company"), do hereby unanimously agree, declare, and consent in writing, without a meeting and in lieu of the annual meeting thereof, pursuant to and in accordance with Sections 607.0820 and 607.0821 of the Florida Business Corporation Act, to the adoption of, and do hereby adopt, as of the ___ day of _____, 2023, the following resolutions and the actions specified therein:

RATIFICATION OF OFFICERS' ACTS

RESOLVED, that the lawful actions of the officers of the Company on behalf of the Company during the preceding fiscal year (April 1, 2022 – March 31, 2023) are approved and ratified to the extent permitted by law.

DELEGATION OF AUTHORITY TO GENERAL MANAGER & TREASURER

RESOLVED, that, effective _____, 2023, Brent Shonka, General Manager, and Christopher Clark, Treasurer, are hereby authorized and directed to make any and all contracts, agreements, and orders which they may deem necessary, appropriate, or advisable from time to time in the ordinary course of conducting the business of the Company in their capacity as General Manager or Treasurer, subject to any existing limitations or restrictions requiring approval of another officer of the Company or the Board of Directors.

ELECTION OF OFFICERS

RESOLVED, that the following persons are elected to the corporate office indicted opposite their names below to serve for the respective terms provided in the bylaws or until their earlier death, resignation, or removal from office.

Name	Office
Brent Shonka	President
Brent Shonka	Secretary
Christopher Clark	Treasurer

APPROVAL OF ANNUAL BUSINESS PLAN

RESOLVED, that the FY2023 business plan (budget), which is attached as Exhibit "C," is deemed to be in the best interest of the Company.

FURTHER RESOLVED, the attached business plan is approved; and

FURTHER RESOLVED, that all lawful acts that the President, Secretary, Treasurer, and General Manager consider desirable, necessary, or appropriate to implement the attached business plan are approved subject to any existing restrictions or limitations on their respective authority to act without further approval of the Board of Directors.

RESOLVED, that all actions related to the foregoing were deemed appropriate and have been approved and ratified.

The foregoing Resolutions will be effective on the latest date executed by all the directors of the Company set forth below:

EXECUTED: July 19th, 2023

Hidenori Eto, Director

EXECUTED: July 20, 2023

Masaya Sato, Director

SATCO
Sulphuric Acid Trading Company,Inc.

SAFETY DATA SHEET

This SDS complies with REACH 1907/2006 and 2001/58/EC, GHS REVISION 5, OSHA 29CFR 1910.1200

Issue Date: April 29, 2015 **Revision Date: September 5, 2023**

Section 1: Chemical Product and Company Identification

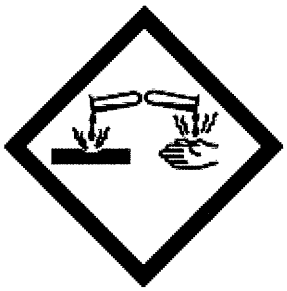
PRODUCT NAME: **SULPHURIC ACID 93 – 99%**
FORMULA: H_2SO_4
PRODUCT USE: Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

CHEMICAL SUPPLIER COMPANY NAME
Sulphuric Acid Trading Company, Inc. (SATCO)
3710 Corporex Park Drive, Suite 205
Tampa, Florida 33619
Information 800-633-1358
Fax: 813-225-1001
Safety Data Sheet Competent Person: Brian Despres satco@satcoinc.net

EMERGENCY TELEPHONE
Chemtrec U.S.-Canada: 800-424-9300
Chemtrec International: 703-527-3887
SATCO Emergency: 800-633-1358

Section 2: Hazards Identification

GHS Hazard Class



Skin Corrosive	Category 1
Eye Corrosive	Category 1
Acute Toxicity Oral	Category 5
Corrosive to Metals	Category 1

Signal word: Danger

Hazard Statement:

H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H301	May be harmful if swallowed
H290	May be corrosive to metals

Precautionary	Prevention	P260	Do not breathe dusts or mists.
Statements:		P280	Wear protective gloves/protective clothing/eye protection/face protection.
		P264	Wash hands thoroughly after handling.
		P234	Keep only in original packaging.
	Response	P301+P330+P331	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
		P303+P361+P353	IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
		P363	Wash contaminated clothing before reuse.
		P304+P340	IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
		P310	Immediately call a POISON CENTER or doctor/physician.
		P305+P351+P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.
		P312	Call a Poison Control center or doctor/physician if you feel unwell
		P390	Absorb spillage to prevent material damage
	Storage	P405	Store locked up.
		P406	Store in corrosion resistant container with a resistant inner liner.
	Disposal	P501	Dispose of contents/container by following the waste disposal requirements of your country, state, or local authorities.

Hazards not otherwise classified (HNOC) or not covered by GHS: None

HAZARD CLASSIFICATION: Classified as hazardous based on IATA, IMDG, and DOT.

FIRE AND EXPLOSION: Not considered flammable or combustible.

POTENTIAL HEALTH EFFECTS: <0 % of mixture consists of ingredients of unknown acute toxicity

APPEARANCE: Clear, colorless to amber (light)

Section 3: Composition, Information on Ingredients

PRODUCT COMPOSITION	APPROX %	CAS NO.	EINECS/ ELINCS	CANADA DSL
Sulphuric Acid	>93	7664-93-9	231-639-5	Y
Water	<7	7732-18-5	231-791-2	Y

Some items on this SDS may be designated as trade secrets (TS). Bonafide requests for disclosure of trade secret information to medical personnel must be made in accordance with the provisions contained in 29 CFR 1910.1200 I 1-13.

Section 4: First Aid Measures

Description of First Aid Measures

Inhalation	Move victim to fresh air. If not breathing, provide CPR (cardio pulmonary resuscitation). Do Not use mouth-to-mouth if victim ingested or inhaled with substance: give CPR with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. Get immediate medical attention.
Skin Contact	Immediately flush skin with running water for at least 15 minutes. (Pay particular attention to folds, crevices, creases, groin). Start flushing while removing contaminated clothing. While in transport continue applying cold, wet compresses. If medical treatment is delayed, repeat the flushing or immerse the affected area in cold water. Creams and ointments should NOT be applied before or during the washing process. Discard heavily contaminated clothing and shoes, otherwise wash clothing separately before reuse.
Eye Contact	Immediately flush eyes with running water for at least 15 minutes. Hold eyelids open during flushing. Get immediate medical attention.
Ingestion	DO NOT INDUCE VOMITING. Never give anything to an unconscious person. If victim is alert and conscious, rinse mouth with water to dilute material. Spontaneous Vomiting: have victim lean forward with head down to avoid aspiration. Rinse mouth and administer more water. Immediately contact local poison control center. Get immediate medical attention.

Most important symptoms and effects, both acute and delayed

Symptoms/Injuries after Inhalation	Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.
Symptoms/Injuries after Skin Contact	May be harmful if absorbed through skin. Causes skin burns. Causes skin irritation.
Symptoms/Injuries after Eye Contact	Causes severe eye burns. Causes eye irritation.
Symptoms/Injuries after Ingestion	May be harmful if swallowed.

Indication of any immediate medical attention and special treatment needed

Material is extremely destructive to tissue of the mucous membranes and upper respiratory tract, eyes, and skin., spasm, inflammation and edema of the larynx, spasm, inflammation and edema of the bronchi, pneumonitis, pulmonary edema, burning sensation, Cough, wheezing, laryngitis, Shortness of breath, Headache, Nausea, Vomiting, Pulmonary edema. Effects may be delayed, to the best of our knowledge; the chemical, physical, and toxicological properties have not been thoroughly investigated.

Section 5: Fire-fighting Measures

Suitable extinguishing media

Small Fire	Use water spray, alcohol-resistant foam, dry chemical or carbon dioxide.
Large Fire	Flood fire area with large quantities of water while knocking down vapors with water fog. If insufficient water supply, knock down vapors only.
Unsuitable extinguishing media	No information available
Special hazards arising from the substance or mixture	Non-combustible Hazardous combustion products: Releases of sulfur dioxide at extremely high temperatures.
Special remarks on Fire Hazards	Not flammable but highly reactive. Strong dehydrating agent, which may cause ignition of finely divided combustible materials on contact.
Special remarks on Explosion Hazards	Reacts violently with water with the evolution of heat. Reacts with most metals, especially when diluted. Hydrogen gas release (extremely flammable, explosive).
Protective actions fire-fighters	Wear standard protective equipment, self-contained breathing apparatus and full fire-fighting gear. Runoff from fire control may cause pollution. Neutralize run-off with lime or soda ash.
Further information	Use water spray to cool unopened containers.

Section 6: Accidental Release Measures

Personal precautions, protective equipment, and emergency procedures
Do not touch or walk through spilled material. Do not breathe vapor or mist. Provide sufficient ventilation, use respirator if ventilation is not satisfactory. Wear proper personal protective equipment (see Section 8).

Environmental precautions
Prevent further leakage or spillage if safe to do so. Prevent spills or contaminated rinse water from entering sewers or watercourses. Inform the local authorities if the product has caused environmental pollution.

Methods and materials for containment and cleaning up

Small Spills:	Absorb with dry materials such as earth or sand. Place in a chemical waste container.
Large spills:	Dike the spill with earth or sand if possible. Restrict access to area until completion of clean up. Ensure trained personnel conduct clean up. Use proper personal protection equipment (see Section 8). Prevent liquid from entering waterways or sewers. Collect into plastic containers for disposal. Call emergency services. Comply with Federal, Provincial/State and local regulations on reporting releases. (For disposal reference section 13).

Section 7: Handling and Storage

Precautions for safe handling

Use only with adequate ventilation.
Do not inhale vapors.
Wear proper protective equipment when handling this material.
Avoid contact with skin, eyes, or clothing.
Wash hands and face after handling this material.

Conditions for safe storage, including any incompatibilities

Keep container closed when not in use.
Utilize chemical segregation.
Follow all applicable local regulations for handling and storage.

Specific uses

Manufacture of Fertilizers, Batteries, Industrial chemicals, Water treatment, Pulp & Paper, Mining

Section 8: Exposure Controls/Personal Protection

Control Parameters

PRODUCT COMPOSITION	ACGIH TLV	OSHA PEL	NIOSH REL
Sulphuric acid	0.2 mg/m^3	1 mg/m^3	1 mg/m^3

Exposure controls

VENTILATION:	Always provide good general, mechanical room ventilation where this chemical/material is used.
SPECIAL VENTILATION CONTROLS:	Use this material inside totally enclosed equipment, or use it with local exhaust ventilation at points where vapors can be released into the workspace air.
RESPIRATORY PROTECTION:	Follow the OSHA respirator regulations found in 29 CFR 1910.134 or the CEN European Standards (EU). Use a NIOSH/MSHA or European Standard (EN) approved respirator if exposure limits are exceeded or if irritation or other symptoms are experienced.
PROTECTIVE GLOVES:	Neoprene, butyl, or nitrile rubber gloves are recommended.
EYE PROTECTION:	Safety glasses or splash goggles with face shield.
SKIN PROTECTION:	Complete personal protective equipment against chemical. The type of protective equipment must be selected according to the concentration and amount of the dangerous substance at the specific workplace. Recommended: Acid resistant rubber apron with long sleeves, boots.
WORK/HYGIENE PRACTICES:	Avoid breathing vapor. Avoid contact with eyes. Wash hands after handling.
OTHER EQUIPMENT:	Make safety shower, eyewash stations, and hand washing equipment available in the work area.

Section 9: Physical and Chemical Properties

	PRODUCT CRITERIA
APPEARANCE - COLOR:	Clear, colorless to amber (light)
PHYSICAL STATE:	Liquid (oily liquid, clear to turbid)
ODOR:	Odorless
ODOR THRESHOLD	Not available
PH	<1 (1% solution/water
MELTING POINT/FREEZING POINT:	-31°F to 52°F (-35°C to 11°C)
INITIAL BOILING POINT AND BOILING RANGE:	379°F to 621°F (193°C to 327°C) at 760 mm Hg
FLASH POINT:	Not Applicable
EVAPORATION RATE:	Not available
FLAMMABILITY (Solid, gas)	Not Available
UPPER/LOWER FLAMMABILITY OR EXPLOSIVE LIMITS	Not available
VAPOR PRESSURE	<1 Mm Hg, 77°F
VAPOR DENSITY (AIR = 1)	3.4 [Air = 1]
RELATIVE DENSITY (@25 °C):	1.84
SOLUBILITY(IES)	Yes (water)
OXIDIZING PROPERTIES	Not available
PARTITION COEFFICIENT: n-octanol/water	Not available
AUTO IGNITION TEMPERATURE	Not available
DECOMPOSITION TEMPERATURE	>340°C
VISCOSITY	28 – 36 cP @ 60°F

Section 10: Stability and Reactivity

Reactivity:	Reacts violently with water, organic substances and base solutions with evolutions of heat and hazardous mists.
Chemical Stability:	Stable under recommended storage conditions.
Possibility of Hazardous Reactions:	Under normal conditions of storage and use will not occur. Reacts violently with water
Conditions to Avoid:	Heat, sources of ignition
Incompatibility (Materials to Avoid):	Bases, Halides, Organic materials, Carbides, fulminates, Nitrates, picrate's, Cyanides, Chlorates, alkali halides, Zinc salts, permanganates, e.g. potassium permanganate, Hydrogen peroxide, Azides, Perchlorates., Nitromethane, phosphorous, Reacts violently with:, cyclopentadiene, cyclopentanone oxime, nitroaryl amines, hexalithium disilicide, phosphorous(III) oxide, Powdered metals
Hazardous Decomposition Products:	Possibility of decomposition if heated and in contact with sources of ignition. Release of toxic gases and vapors (sulfur oxides SO_2, SO_3).

Section 11: Toxicological Information

GHS Required Criteria	Toxicity Criteria	Toxicity Information	Comments	Chemical Constituent
Acute Toxicity	LD50 (Oral/Rat):	2140 mg/kg		Sulphuric acid
	LC50 (Inhalation/Rat):	510 mg/m3	2 hours	Sulphuric acid
Skin Corrosion/Irritation	Skin - Rabbit - Extremely corrosive and destructive to tissue.			Sulphuric acid
Serious Eye Damage / Eye Irritation	Eyes - Rabbit - Corrosive to eyes			Sulphuric acid
Respiratory or Skin Sensitization		Data not available		
Germ Cell Mutagenicity		Data not available		
Carcinogenicity		Not listed	NTP	
		Not listed	IARC	
		Not listed	OSHA	
Reproductive Toxicity		Data not available		
STOT -- Single Exposure		Data not available		
STOT – Repeated Exposure		Data not available		
Aspiration Hazard		Data not available		

STOT = Specific Target Organ Toxicity

Section 12: Ecological Information

Toxicity:	Toxicity to fish LC50 - Gambusia affinis (Mosquito fish) - 42 mg/l - 96 h	Sulphuric acid
	EC50 - Daphnia magna (Water flea) - 29 mg/l - 24 h	Sulphuric acid
Persistence and degradability:	No information is available.	
Bioaccumulative potential	No information is available.	
Mobility in soil:	No information is available.	
PBT and vPvB assessment:	No information is available.	
Other adverse effects:	No information is available.	

Section 13: Disposal Considerations

Waste from residues/unused products: Follow the waste disposal requirements of your country, state, or local authorities. Contact a licensed professional, waste disposal service to dispose of this material. Dissolve or mix the material with a combustible solvent and burn in a chemical incinerator equipped with an afterburner and scrubber. Offer surplus and non-recyclable solutions to a licensed disposal company.

Contaminated packaging: Contaminated packaging material should be disposed of as stated above for residues and unused product.

Rinsate: Do not dispose of rinse water containing product in a sanitary sewer system or stormwater drainage system.

Section 14: Transport Information

ROAD TRANSPORT:

ADR = International Carriage of Dangerous Goods by Road

UN NUMBER:	UN 1830
DOT PROPER SHIPPING NAME	Sulfuric Acid
DOT / ADR HAZARD CLASS:	Corrosive
DOT / ADR LABELS:	Class 8
PLACARD:	Corrosive, Class 8



DOT / ADR PACKAGING GROUP:	II
REPORTABLE QUANTITY (RQ)	1000 LBS (454 Kgs)

SEA TRANSPORT: IMDG

PROPER SHIPPING NAME	Sulfuric Acid
UN NUMBER SEA	UN 1830
CLASS:	8
PACKING GROUP:	II
EmS No.:	F-A, S-B
MARINE POLLUTANT:	No
SEA TRANSPORT NOTES:	Category C. For Steel drums Category B.

AIR TRANSPORT: IATA/ICAO

UN NUMBER:	UN 1830
PROPER SHIPPING NAME	Sulfuric Acid
HAZARD CLASS:	8
PACKAGING GROUP:	II

Section 15: Regulatory Information

TOXIC SUBSTANCES CONTROL ACT (TSCA) STATUS:

This product is in compliance with rules, regulations, and orders of TSCA. All components are listed on the TSCA Inventory.

SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (SARA) TITLE III SECTION 313 SUPPLIER NOTIFICATION:

This regulation requires submission of annual reports of toxic chemical(s) that appear in section 313 of the Emergency Planning and Community Right To Know Act of 1986 and 40 CFR 372. This information must be included in all SDS's that are copied and distributed for the material.

The Section 313 toxic chemicals contained in this product are: Sulfuric acid

CALIFORNIA PROPOSITION 65:

This regulation requires a warning for California Proposition 65 chemical(s) under the statute.

The California proposition 65 chemical(s) contained in this product are: None

STATE RIGHT-TO-KNOW TOXIC SUBSTANCE OR HAZARDOUS SUBSTANCE LIST:

Florida Toxic Substance(s):	Not listed
Massachusetts's hazardous substance(s):	Sulfuric acid
Pennsylvania hazardous substance code(s):	Sulfuric acid
New Jersey	Sulfuric acid

CANADA:
This SDS contains all of the information required by the Controlled Products Regulations (CPR).

WHMIS-INFORMATION:
This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR), SOR/88-66, Current to February 20, 2012. The classes of controlled products listed in the CPR, Section 32, Part IV, have been reviewed and based on Professional Judgment this product has been determined to be WHMIS controlled as a corrosive material.

Sulphuric acid:
D1A - Poisonous and infectious material - Immediate and serious effects - Very toxic
E - Corrosive material

EUROPEAN UNION:
This product has been reviewed for compliance with the following European Community Directives: REACH 1907/2006; Regulation (EC) No 1272/2008 on classification, labeling, and packaging (CLP) of substances and mixtures. None of the chemicals used in this product are on the EU's REACH SVHC (Substances of Very High Concern) chemicals list (as of June 16, 2014).

Section 16: Other Information

NFPA Rating:

Component	Health (Blue)	[redacted]	Reactivity (Yellow)	Special (White)
SULPHURIC ACID	3	0	2	W

Initial issue date:	April 29, 2015
Final revision date:	April 29, 2015
Revision Number:	0
Revision explanation	Initial version
Information Sources:	RTECS, ECHA, REACH, OSHA 29CFR 1910.1200

"Disclaimer: This document is generated to distribute health, safety and environmental data. It is not a specification sheet and none of the displayed data should be construed as a specification. Information on this SDS sheet was obtained from sources which we believe are reliable, and we believe that the information is complete and accurate. However, the information is provided without any warranty, express or implied, regarding its correctness. Some of the information presented and conclusions drawn are from sources other than direct test data of the substance. The conditions or methods of handling, storage, use and disposal of the product are beyond our control and may also be beyond our knowledge. It is the user's responsibility to determine the suitability of any material for a specific purpose and to adopt such safety precautions as may be necessary. If the product is used as a component in another product, this SDS information may not be applicable. For these reasons, we do not assume any responsibility and expressly disclaim liability for any loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of this product."

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sulphuric Acid Trading Company, Inc.

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.
10210 Highland Manor Drive, Suite 140

Requester's name and address (optional)

6 City, state, and ZIP code
Tampa, FL 33610

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 3 4 2 4 3 3 7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ _____ Date ▶ 10/1/2023

General Instructions

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

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

Purpose of Form

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

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

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

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

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, August 08, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=0F460&Standard=060&

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

Sulphuric Acid Trading Company, Inc. (SATCO)

3710 Corporex Park Drive
Suite 205
Tampa, FL 33619
United States
800-633-1358
813-225-2000

Facility : Stockton, CA

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

Facility : Tampa, FL

Sulfuric Acid

Trade Designation	*Product Function*	*Max Use*
Sulfuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L
Sulphuric Acid	Corrosion & Scale Control pH Adjustment	50mg/L

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 4

Processing time was 0 seconds

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2024

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

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

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of P	19445
INSURER B : Mitsui Sumitomo Insurance USA Inc	22551
INSURER C : Everest Denali Insurance Company	16044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sulphuric Acid Trading Company Inc. (SATCO)
10210 Highland Manor Drive
Ste. 140
Tampa, FL 33610

COVERAGES **CERTIFICATE NUMBER:** W33032372 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Marine GL / X Marine Term Operators GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER: Action Over/Indemnity incld, Pollution Ex	Y	Y	45780547	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ded	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 25,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BVR8302070	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			45780550	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		EN6WC00232-241	04/01/2024	04/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Bumbershoot Liabilities - policy nos. and underwriters are as follows:

National Union Fire Insurance Company of Pittsburgh, PA
50%
Policy # 45780550

CERTIFICATE HOLDER

City of Oviedo
Attn: Finance Department
400 Alexandria Blvd.
Oviedo, FL 32765

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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SR ID: 25621671 BATCH: 3395456

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		Sulphuric Acid Trading Company Inc. (SATCO) 10210 Highland Manor Drive Ste. 140 Tampa, FL 33610
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Liberty Mutual Insurance Company
25%
Policy # NYABDE05008

Zurich American Insurance Co.
25%
Policy # 12459M24

Certificate holder is included as an Additional Insured as respects to General Liability. Waiver of Subrogation applies in favor of the Additional Insureds with respects to General Liability.

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SR ID: 25621671 BATCH: 2395456 CERT: W33032372

Res4498-24 Ex1 SATCO Goods and Services Agreement

Final Audit Report 2024-09-25

Created:	2024-09-25
By:	Jacqueta Scott (jscott@cityofoviedo.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAADrSLlmxACOyfveen0LUHJjXAyYCy8Nzn

"Res4498-24 Ex1 SATCO Goods and Services Agreement" History

Document created by Jacqueta Scott (jscott@cityofoviedo.net)
2024-09-25 - 11:54:48 AM GMT- IP address: 50.88.82.249

Document emailed to Brent Shonka (bshonka@satcoinc.net) for signature
2024-09-25 - 11:57:04 AM GMT

Email viewed by Brent Shonka (bshonka@satcoinc.net)
2024-09-25 - 12:32:30 PM GMT- IP address: 71.12.167.225

Document e-signed by Brent Shonka (bshonka@satcoinc.net)
Signature Date: 2024-09-25 - 12:33:02 PM GMT - Time Source: server- IP address: 71.12.167.225

Document emailed to kbain@satcoinc.net for signature
2024-09-25 - 12:33:05 PM GMT

Email viewed by kbain@satcoinc.net
2024-09-25 - 12:42:19 PM GMT- IP address: 104.47.66.126

Signer kbain@satcoinc.net entered name at signing as Katie Bain
2024-09-25 - 12:43:24 PM GMT- IP address: 47.207.96.111

Document e-signed by Katie Bain (kbain@satcoinc.net)
Signature Date: 2024-09-25 - 12:43:26 PM GMT - Time Source: server- IP address: 47.207.96.111

Document emailed to David Hall (dwhall@stenstrom.com) for signature
2024-09-25 - 12:43:29 PM GMT

Email viewed by David Hall (dwhall@stenstrom.com)
2024-09-25 - 2:16:02 PM GMT- IP address: 209.170.236.218

Document e-signed by David Hall (dwhall@stenstrom.com)
Signature Date: 2024-09-25 - 3:28:54 PM GMT - Time Source: server- IP address: 209.170.236.218

Document emailed to msladek@cityofoviedo.net for signature
2024-09-25 - 3:28:58 PM GMT

Email viewed by msladek@cityofoviedo.net
2024-09-25 - 6:29:19 PM GMT- IP address: 174.228.169.209

Signer msladek@cityofoviedo.net entered name at signing as Megan Sladek
2024-09-25 - 6:30:18 PM GMT- IP address: 174.228.169.209

Document e-signed by Megan Sladek (msladek@cityofoviedo.net)
Signature Date: 2024-09-25 - 6:30:20 PM GMT - Time Source: server- IP address: 174.228.169.209

Document emailed to Elianne Rivera (erivera@cityofoviedo.net) for signature
2024-09-25 - 6:30:23 PM GMT

Email viewed by Elianne Rivera (erivera@cityofoviedo.net)
2024-09-25 - 8:08:20 PM GMT- IP address: 68.208.87.162

Document e-signed by Elianne Rivera (erivera@cityofoviedo.net)
Signature Date: 2024-09-25 - 8:08:47 PM GMT - Time Source: server- IP address: 68.208.87.162

Agreement completed.
2024-09-25 - 8:08:47 PM GMT

File Attachments for Item:

E. Approve and authorize the Mayor to execute a contract with G3 Contracting, Inc. in an amount not to exceed $504,436.00 for Lift Station No. 2 Rehabilitation, in accordance with Invitation to Bid No. 26-006. (This item aligns with the FY 2026 Strategic Priorities Plan/Capital Improvement Plan #25-001.)

TOWN OF HIGHLAND BEACH
AGENDA MEMORANDUM

MEETING TYPE: Town Commission Meeting

MEETING DATE November 5, 2026

SUBMITTED BY: Skender Coma, Senior Management Analyst

SUBJECT: Award Bid and Execute Agreement – ITB #26-006: Lift Station 2 Rehabilitation

SUMMARY:

On 9/2/26, the Town advertised Invitation to Bid #26-006: Lift Station 2 Rehabilitation. On 10/14/26, six bids were unsealed, with the lowest belonging to Industry Standard. The Town is already under contract with Industry Standard for utility labor services and has deemed them a responsive and responsible bidder.

FISCAL IMPACT:

$504,436

ATTACHMENTS:

Agreement

ITB #26-006

Tabulation Sheet

RECOMMENDATION:

Award ITB #26-006 and execute the corresponding agreement with Industry Standard.

CONTRACT FOR LIFT STATION NO. 2 REHABILITATION

THIS CONTRACT ("Contract") is made this _____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and **G3 Contracting, Inc.**, a Florida corporation, d/b/a Industry Standard, with its address at 431 County Road 415, New Smyrna Beach, Florida 32168 ("Contractor").

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the Town is in need of a contractor to provide labor and materials for the LIFT STATION NO. 2 REHABILITATION, and the Town issued INVITATION TO BID No. 26-006 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a bid in response to the ITB, and the Town desires to accept Contractor's bid proposal to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

Article 1. CONTRACT.

1.1 *Contract Documents*. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town's INVITATION TO BID, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed change orders
Second Priority:	This Contract

Third Priority: Town's INVITATION TO BID (attached hereto as **Exhibit "A"**)
Fourth Priority: Contractor's Bid (attached hereto as **Exhibit "B"**)

1.2 *Contract Administrator*. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Highland Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Procurement Code).

1.3 *Contract Price*. The Contract Price shall be **FIVE HUNDRED AND FOUR THOUSAND FOUR HUNDRED AND THIRTY-SIX DOLLARS AND NO CENTS ($504,436.00)** which shall be payable in accordance with Article 3 of this Contract.

1.4 *Contract Time*. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 90 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial, and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.

1.5 *Liquidated Damages*. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town $500.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services.**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the LIFT STATION NO. 2 REHABILITATION as set forth in the ITB.

Article 3. PAYMENT PROCEDURES

3.1 The Contractor shall submit invoices detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department

3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Building Official will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data

establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.

3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfil contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents, and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or

utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.

6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:

(a) refuses or fails to supply enough properly skilled workers or proper materials;
(b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers;
(c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
(d) takes action, short of declaring bankruptcy, evidencing insolvency;
(e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or
(f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage	**Amount of Coverage**
Professional liability/	$1,000,000 per occurrence
Errors and Omissions	$3,000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Excess liability	$1,000,000
Automobile (owned, non-owned, & hired)	$ 1,000,000 per occurrence
Worker's Compensation	$ statutory limits
Including employer's liability insurance	$ 100,000 per occurrence $ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, 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 Contractor shall agree to 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 a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Article 9. PUBLIC RECORDS.

Public Records: Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the Town to perform the service.

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

(c) 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 this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

10.1 The Town and Contractor each binds itself, its partners, its successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes

in the Contract Time, or change orders

10.3 *Headings, References and Exhibits*: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

10.4 *Counterparts*: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

10.5 *Entire Contract; Amendment and Waiver*: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

10.6 *Governing Law; Consent to Jurisdiction*: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

10.7 *Third Party Beneficiary rights*: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

10.8 *Severability*: If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.9 *Effective date*: The effective date of this Contract is the date the Contract is approved by the Town Commission.

10.10 *Preparation*: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.11 *Independent Contractor*: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

10.12 *Successors and Assigns*: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.13 *Enforcement; Waiver of Jury Trial*: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

10.14 *Continuing Obligation*: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.15 *Notice*: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

G3 Contracting, Inc. d/b/a Industry Standard
Attn: Brett Garmon, President
431 County Road 415
New Smyrna Beach, FL 32168

Either party may amend this provision by written notice to the other party.

10.16 *Public Entity Crimes*: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or

replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.

10.17 *Force Majeure*: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

10.18 *Palm Beach County IG*: In accordance with Palm Beach County Ordinance No. 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County Ordinance No. 2011-009 and is aware of its rights and/or obligations under such ordinance.

10.19 *Scrutinized Companies*: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

10.20 *Protection of Property*: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible for safeguarding all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.

10.21 *Defects*: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned,

upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).

10.22 *Audit*: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.

10.23 *Human Trafficking*: Contractor, by signing this Contract as set forth below, attests under penalty of perjury that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

10.24 *E-Verify*: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

(a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
(b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien;"
(c) Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
(d) Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
(e) Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
(f) Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

10.25 *Disclosure of Gifts and Contracts with Foreign Countries of Concern*: Pursuant to Section 286.101(3)(a), Florida Statutes, by entering into this Contract or performing any work in furtherance thereof, Contractor certifies that it has disclosed to the Town any current or prior interest of, any contract with, or any grant or gift received from a foreign country of

concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

_____
Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

_____
Leonard G. Rubin, Town Attorney

CONTRACTOR

_____

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who was physically present, as _____ (title), of _____, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____(Contractor), to the same.

Notary Public

_____
Print Name: _____
My commission expires:_____

EXHIBIT "A"

Town's ITB

EXHIBIT "B"

Contractor's Bid

LIFT STATION NO. 2 REHABILITATION

BID DUE DATE: 10/14/26
ITB NO. 26-006

"Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late"

VENDORS	**B&B Underground Construction Inc.** **Address: 4050 Westgate Ave. Ste. 110** **West Palm Beach, FL 33409** **Contact Info: Stephen Decker** **561-249-0341 | sdecker@bbuconst.com**	**Efficient Construction Enterprise, Inc.** **Address: 6741 SW 140th St.** **Palmetto Bay, FL 33158** **Contact Info: Stephanie Schilling** **305-409-9886 | ece.co@outlook.com**	**Foster Marine Contractors, Inc.** **Address: 3180 Fairlane Farms Rd.** **Wellington, FL 33414** **Contact Info: Michael Czajkowski** **561-683-0034 | jodi@foster-marine.net**	**Hinterland Group, LLC** **Address: 2051 W Blue Heron Blvd.** **Riviera Beach, FL 33404** **Contact Info: Chase Rogers** **561-640-3503 | info@hinterlandgroup.com**	**Industry Standard** **Address: 431 County Rd. 415** **New Smyrna Beach, FL 32168** **Contact Info: Brett Garmon** **386-679-4638 | bgarmon@is-standard.com**	**Intercounty Engineering, Inc.** **Address: 1540 N Powerline Rd.** **Pompano Beach, FL 33069** **Contact Info: Eric Jones** **954-972-9800 | bids@intercountyengineering.com**
BID PRICE	$535,000.00	$513,900.00	$971,080.00	$535,000.00	$504,436.00	$889,360.00
BID BOND	X	X	X	X	X	X
ORIGINAL, ONE (1) COPY, AND ONE (1) ELECTRONIC COPY	X	X	X	X	X	X
BIDDER'S ACKNOWLEDGEMENT	X	X	X	X	X	X
NON-COLLUSION AFFIDAVIT	X	X	X	X	X	X
ANTI-KICKBACK AFFIDAVIT	X	X	X	X	X	X
CONFIRMATION OF A DRUG FREE WORKPLACE	X	X	X	X	X	X
ACKNOWLEDGEMENT OF PBC INSPECTOR GENERAL	X	X	X	X	X	X
SCRUTINIZED COMPANIES CERTIFICATION FORM	X	X	X	X	X	X
PUBLIC ENTITY CRIMES SWORN STATEMENT	X	X	X	X	X	X
ADDENDA ACKNOWLEDGEMENT	X	X	X	X	X	X
REFERENCES	X	X	X	X	X	X
COMMENTS:						

Opened by: Skender Coma 10/14/26
Tabulated by: Skender Coma 10/14/26

INVITATION TO BID

FOR

LIFT STATION NO. 2 REHABILITATION

ITB No.: 26-006

ITB OPENING DATE: 10/7/2026
ITB OPENING TIME: 2:00 P.M. (LOCAL TIME)

INVITATION TO BID

FOR

LIFT STATION NO. 2 REHABILITATION
ITB No.: 26-006

Bids must be received by 2:00 PM on 10/7/2026, in a sealed envelope clearly labeled "**ITB # 26-006: LIFT STATION NO. 2 REHABILITATION**" and delivered to:

Town of Highland Beach Clerk's Office
c/o Skender Coma, Senior Management Analyst
3614 South Ocean Blvd., Highland Beach, Florida 33487

LOBBYING / CONE OF SILENCE

Consistent with the requirements of Section 2-355 of the Palm Beach County Code of Ordinances, Highland Beach imposes a Cone of Silence. A cone of silence shall be in effect as of the deadline to submit the bid, bid, or other response and shall remain in effect until Town Commission awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Bidder or its agent shall directly or indirectly communicate with any member of the Town Commission or their staff, the Town Manager, any employee of Highland Beach authorized to act on behalf of Highland Beach in relation to the award of a particular contract, or any member of the Selection Committee in reference to the solicitation, with the exception of the Senior Management Analyst or designee. Failure to abide by this provision may serve as grounds for disqualification for award of contract to the Bidder. Further, any contract entered in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the Town Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Highland Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

Any questions relative to any item(s) or portion of this ITB should be directed to Skender Coma, Senior Management Analyst, E-mail: scoma@highlandbeach.us.

SCOPE OF WORK:

The Work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation of and specific improvements to Lift Station No. 2 for the Town of Highland Beach as described and specified further in the Technical Specifications prepared by Hazen and Sawyer and as shown on the Contract Drawings prepared by Hazen and Sawyer, both of which are incorporated herein by reference.

The work is described in general (not exclusively) as follows:

1. Civil Components:
   Elevation of wet well and valve vault, grading, vegetation removal, sodding, fence and gate removal and reinstallation, and site restoration.

2. Mechanical Components:
   Removal and replacement of the gate valves, check valves, and pump out connection within the existing valve vault. Installation of pipe supports. Removal and replacement of the pump guide rails to accommodate the new wet well height. Installation of new access hatches with fall protection. Contractor shall provide bypassing pumping system required for rehabilitation of lift station.

3. Electrical Components:
   Removal and replacement of the Lift Station control panel. Contractor to provide new termination boxes, equipment racks, grounding, and installation of new level floats.

At the time of the opening of bids, each bidder shall be presumed to have inspected the site and to have read to be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation with respect to this bid.

At the time of the opening of bids, each Bidder shall be presumed to have inspected the site and to have read and be thoroughly familiar with the plans and Contract Documents (including all addenda). Failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation with respect to this ITB.

MANDATORY PRE-BID CONFERENCE:

A mandatory Pre-Bid Conference will be held at 10:00 AM, 9/10/2026, at the Town of Highland Beach Town Hall, 3614 South Ocean Blvd., Highland Beach, Florida 33487, to present the project scope and submission requirements, answer questions of interested Bidders, and make a site visit.

ITB OPENING:

Sealed bids will be received in the Town Clerk's Office, Town of Highland Beach, 3614 South Ocean Boulevard, Highland Beach, FL 33487, by: **10/7/2026, no later than 2:00PM (Local Time), at which time they will be publicly opened and read.**

Contact: **Skender Coma, Senior Management Analyst**
Telephone: (561) 278-4548; Email: scoma@highlandbeach.us

Office Hours: MONDAY – FRIDAY, 8:30 A.M. TO 4:30 P.M.

The Contract Documents may be obtained electronically as a downloadable free copy and are available on DemandStar.

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INVITATION TO BID

FOR

LIFT STATION NO. 2 REHABILITATION

ITB No.: 26-006

Section 1 – SUBMITTAL INFORMATION

A. The Town of Highland Beach will receive bids until **10/7/2026** at **2:00 P.M. (LOCAL TIME)** in the Town Clerk's Office located at Town Hall, 3614 South Ocean Blvd., Highland Beach, FL 33487.

B. Any bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its bid **delivered to the Town Clerk's Office** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above-stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense. The Town reserves the right to consider bids that have been determined by the Town to be received late due solely to mishandling by the Town after receipt of the bid and prior to the award being made.

C. If any addenda are issued to this ITB, the Town will attempt to notify all prospective Bidders who have secured same, however, it shall be the responsibility of each Bidder, prior to submitting the bid, to contact the Town Clerk's Office at (561) 278-4548 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid.

D. **One (1) original, so marked, one (1) copy, and 1 electronic copy** of the bid shall be submitted in one sealed package clearly marked on the outside "**ITB # 26-006: LIFT STATION NO. 2 REHABILITATION"** to: Town of Highland Beach Clerk's Office, c/o Skender Coma, Senior Management Analyst, 3614 South Ocean Blvd., Highland Beach, Florida 33487.

E. Responses shall clearly indicate the legal name, address, and telephone number of the Bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. Bidder must note their Federal I.D. number on their bid.

F. PREPARATION OF ITB: This INVITATION TO BID (also referred to as "ITB") provides the complete set of terms and conditions, specifications and submittal forms for the required goods and/or services. The ITB and all forms referenced herein may be referred to as the Bid documents or Contract documents.

SUBMITTAL FORMS – Bidders must complete and submit the required forms for submittal to be considered a valid response.

- □ Bid Form
- □ Bidder's Acknowledgement
- □ Bid Bond
- □ Non-Collusion Affidavit of Prime Bidder
- □ Anti-Kickback Affidavit
- □ Confirmation of a Drug Free Workplace
- □ Acknowledgement of PBC Inspector General
- □ Scrutinized Companies Certification Form
- □ Public Entity Crimes Sworn Statement
- □ Schedule of Subcontractors
- □ Acknowledgment of Addendum(s) (if applicable)
- □ References

All submittal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the Bidder in contractual obligations. Unsigned bids will not be accepted.

All submittal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a Bidder to any part of a bid form must be initialed in ink. It is the Bidder's sole responsibility to assure that its bid is complete and delivered to the proper place prior to the deadline for submittal of bids.

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GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The Bidder is presumed to have full knowledge of and be in compliance with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the goods and the services provided to the Town pursuant to this ITB. Ignorance on the part of the Bidder will in no way relieve Bidder of responsibility to adhere to such regulations.

BID FORMS: The Bidder shall submit their bid on the bid forms provided. All bid prices, amounts, and descriptive information must be legibly entered. The Bidder must state the price for which they propose to deliver the goods or service requested. The Bidder is required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. The Bidder shall place all required bid forms in a sealed envelope that has the company's name and address, bid title, number, bid date and time on the outside of the sealed envelope. Bids not submitted on appropriate bid forms may be rejected. All bids are subject to the conditions specified herein. Bids which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: The bid must contain an original signature of an authorized representative in the space provided on all affidavits and bid sheets.

BID DEADLINE: It is the Bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the ITB submittal deadline. The Town of Highland Beach is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by a specified time so that a Bid can be considered. Offers by email or telephone are not acceptable.

TIME OF DELIVERY: The selected Contractor agrees to fully complete the scope of work as set out in this ITB within ninety (90) days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, final completion for the Work shall be subject to appropriate remedies, including but not limited to liability for liquidated damages in the amount of $500 per day.

MINOR IRREGULARITIES/RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. The Town of Highland Beach reserves the right to waive irregularities or informalities in Bids or to reject all Bids or any part of any Bid deemed necessary for the best interest of the Town. The Town may reject any response not submitted in the manner specified by the solicitation documents.

RIGHTS OF THE TOWN: The Town expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible Bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;

B. Waive any defect, irregularity or informality in any bid or submittal procedure;

C. Reject or cancel any or all bids;

D. Reissue an Invitation To Bid;

E. Extend the ITB submittal deadline;

F. Procure any item by other means;

G. Increase or decrease the quantity specified in the Invitation To Bid;

H. Consider and accept an alternate bid as provided herein when most advantageous to the Town.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Bidder:

A. Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;

B. Has a satisfactory record of performance;

C. Has a satisfactory record of integrity;

D. Is qualified legally to contract within the State of Florida and the Town of Highland Beach; and

E. Has supplied all necessary information in connection with the inquiry concerning responsibility.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to Skender Coma in writing no later than ten (10) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict-of-interest provisions of the Town of Highland Beach, Palm Beach County, and the State of Florida.

SUBCONTRACTING: If a Bidder intends to subcontract any portion of the project for any reason, the Bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached “Schedule of Subcontractors”. The Town of Highland Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the Bidder, who, in the opinion of the Town, will be in the best interest of and/or most advantageous to the Town. The Town also reserves the right to reject a bid of any Bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time projects of a similar nature, or who is not able to perform properly under this award. The Town reserves all rights in order to make a determination as to the foregoing.

ADDENDA: From time to time, the Town may issue an addendum to change the intent or to clarify the meaning of the bid documents. Since all addenda are available to Bidders at the Town Clerk’s Office, it is each Bidder’s responsibility to check with the issuing office and immediately secure all addenda before submitting a bid. It is the usual practice for the Town to upload all addenda to Demandstar.com, but it cannot be guaranteed that all Bidders will receive ALL addendum(s) in this manner. Each Bidder shall acknowledge receipt of ALL addenda by notation on the bid.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s) of the bid documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the Bidder's submittal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of Bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the bid documents.

ALTERNATES: Where a base bid is provided for, the Bidder shall submit a bid on the base bid and may exercise its own prerogative in submitting a bid on alternate items. The Town reserves the right to accept or reject the alternates or the base bid or any combination thereof. The Town further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the selected Contractor's expense. These items and goods and services not delivered as per delivery date in the bid and or Purchase Order may result in the selected Contractor being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the selected Contractor's name being removed from the Town of Highland Beach's vendor mailing list.

DISPUTES: In case of any doubt or difference of opinion as to the goods and services to be furnished hereunder, the decision of the Town Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the Town of Highland Beach, the Bidder offers and agrees that if the bid is accepted, the Bidder will convey, sell, assign or transfer to the Town of Highland Beach all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the Town of Highland Beach. At the Town of Highland Beach's discretion, such assignment shall be made and become effective at the time the Finance Department tenders final payment to the Bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the goods and services offered on this submittal prior to their delivery, it shall be the responsibility of the selected Contractor to notify the Town at once, indicating in a letter the specific regulation which required an alteration. The Town reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the Town.

LEGAL REQUIREMENTS: Federal, State, County, and Town laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder will in no way be a cause for relief from responsibility.

PUBLIC ENTITY CRIMES: All Bids as defined by Section 287.012(26), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list".

SCRUTINIZED COMPANIES 287.135 and 215.473: By submission of this bid, the Bidder certifies that the Bidder is not participating in a boycott of Israel. The Bidder further certifies that the Bidder is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sector List and has not been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the Town will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material defect in the bid response and material breach of contract. The Town shall provide notice, in writing, to the Bidder of the Town's determination concerning the false certification. The Bidder shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the selected Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the selected Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

ADVERTISING: In submitting a bid, the Bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to the remedies detailed under "**NONCONFORMANCE TO CONTRACT CONDITIONS**".

ASSIGNMENT: Any Contract or Purchase Order issued pursuant to this ITB and the funds which may become due hereunder are not assignable except with the prior written approval of the Town.

LIABILITY: The selected Bidder shall hold and save harmless the Town of Highland Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of the awarded Contract. Further, the selected Bidder(s) shall indemnify, save harmless and undertake the defense of the Town, its Town Commissioners, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of the awarded Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from the Bidder's operation pursuant to the awarded Contract and from and against all costs, attorney's fees, expenses, and liabilities incurred in and about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The Town shall notify the selected Bidder within ten (10) days of receipt by the Town of any claim, suit or action against the Town arising directly or indirectly from the operations of the selected Bidder hereunder, for which the Town may be entitled to a claim or indemnity against the selected Bidder, under the provisions of the awarded Contract. The selected Bidder shall have the right to control the defense of any such claim suit or actions. The selected Bidder shall also be liable to the Town for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the

Town by reason of the selected Bidder's breach of any of the provision of the awarded contract. The selected Bidder shall not be responsible for negligent acts of the Town or its employees.

INSURANCE: It shall be the responsibility of the selected Bidder to maintain workers' compensation insurance, property damage, liability insurance and vehicular liability insurance, during the time any of the selected Bidder's personnel are working on Town of Highland Beach property. The selected Bidder shall furnish the Town with a certificate of insurance after award has been made and prior to the start of any work on Town property. Said insured companies must be authorized to do business in the State of Florida and the Town will not accept any company that has a rating less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the selected Contractor. **(See Attachment "A" for specific requirements)**

AWARD OF CONTRACT: The lowest monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the Town to the most responsive, responsible Bidder whose bid is the most advantageous to the Town. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The Town reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a court challenge to an award by any Bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging Bidder. In no case will the award be made until the Town has completed all necessary investigations into the responsibility of the Bidder, and the Town is satisfied that the most responsive, responsible Bidder is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Contract or Purchase Order will be issued to the successful Bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified will be returned at no expense or penalty to the Town of Highland Beach.

LICENSE AND PERMITS: It shall be the responsibility of the successful Bidder to obtain all licenses and permits, if required, to complete this service. Licenses and permits shall be readily available for review by the Town. The Town's permit fee schedule is included in this ITB.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, services, etc., contained in the bid meet all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful Bidder, and the material, equipment, services, etc. delivered is subsequently found to be noncompliant with any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the materials, equipment, services, etc., into compliance with the aforementioned requirements shall be borne by the Bidder.

Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

PALM BEACH COUNTY INSPECTOR GENERAL: The Bidder understands and agrees that the below or similar language will be included in the Contract executed by the selected Bidder:

The contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law,

the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

PUBLIC RECORDS: Sealed documents received by the Town in response to a competitive solicitation are exempt from public records disclosure until thirty (30) days after the opening of the bid unless the Town announces its intent to award sooner, in accordance with Section 119.07, at which time they become subject to disclosure.

The Town is public agency subject to Chapter 119, Florida Statutes. The Bidder understands and agrees that the below or similar language will be included in the Contract with the selected Bidder:

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the Town to perform the service;

B. Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the Town; and

D. Upon completion of the contract, Contractor shall transfer to the Town, at no cost to the Town, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

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

Lanelda Gaskins, TOWN CLERK
3614 SOUTH BLVD., HIGHLAND BEACH, FL 33487
561-278-4548
LGASKINS@HIGHLANDBEACH.US

QUESTIONS: Any questions relative to any item(s) or portion of this bid or INVITATION TO BID should be directed to Skender Coma, Senior Management Analyst, Monday through Friday, 8:30 A.M. to 4:30 P.M. at (561) 278-4548; or at email address: scoma@highlandbeach.us.

PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING: Pursuant to Section 287.05701, Florida Statutes, the Town may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Further, the Town may not give a preference to a vendor based on the vendor's social, political, or ideological interests.

IRON AND STEEL PRODUCTS: Any iron or steel product permanently incorporated in the Project must be produced in the United States unless specifically exempted in writing by the Town in accordance with Section 255.0993(b), Florida Statutes.

LUMBER, TIMBER, AND OTHER FOREST PRODUCTS: Lumber, timber, and other forest products used in the Scope of Work for this INVITATION TO BID must be produced and manufactured in the State of Florida, if wood is a component of the project, and if such products are available and their price, fitness, and quality are equal to out of state materials, unless otherwise exempted pursuant to Section 255.20(3)(b), Florida Statutes.

BID BOND/GUARANTY: Each bid must be accompanied by a bid bond in a sum of not less than five percent (5%) of the total bid. The only types of acceptable surety are: (a) a bid bond signed by a surety company authorized to do business in the State of Florida; (b) a cashier's check; or (c) a certified check drawn upon a responsible financial institution. The bid bond pledges that the successful bidder will enter into a Contract with the Town and furnish the bonds required by the Bid Documents. Should the awarded bidder refuse to enter into the Contract or fail to furnish such bonds, the amount of the bid bond shall be forfeited to the Town as liquidated damages, not as a penalty.

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SPECIAL CONDITIONS FOR BIDDERS

BONDS:

A. **PAYMENT AND PERFORMANCE BONDS:**
As required by Section 255.05, Florida Statutes, the successful Bidder will be required to execute a Payment and Performance. The bond must meet all statutory requirements and shall be for 100% of the bid price submitted.

B. **RECORDING OF CONTRACT BOND:** Before commencing the work, the successful Bidder shall provide the Town with a certified copy of the recorded bond(s). The Town may not execute the Contract or make any payment to successful Bidder until the Bidder has complied with this requirement.

C. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Bid Bonds or Contract Bonds shall file with each bond an original, certified, and dated copy of their power of attorney.

D. **QUALIFICATION OF SURETY:** The Payment and Performance Bonds shall be executed by a surety company of recognized standing authorized to do business in the State of Florida and having a resident agent in the State of Florida for purposes of service of process. The surety company shall hold a current certificate of authority as acceptable surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, current revision, or meet the criteria established as to acceptable surety companies by the Board of Commissioners of State Institutions, March 18, 1958, or the equivalent thereof. A surety shall be deemed not qualified if the surety shall have a receiver appointed for it, or if it shall declare or file or has filed for bankruptcy.

LICENSING QUALIFICATIONS:

This bid will be awarded only to responsible Bidders qualified by experience and expertise to provide the work specified. All work performed under this contract must comply with Chapter 489, Florida Statutes, governing contractor licensing.

Authorized Workers Only
Every person performing work on a Town project must be either a W-2 employee of the prime contractor or a W-2 employee of a properly licensed first-tier subcontractor approved by the Town. Independent contractors (1099s), labor brokers, or unlicensed individuals may not perform any portion of the work.

Licensed Subcontractors
The prime contractor may only subcontract work to entities properly licensed for their respective trades in accordance with Sections 489.105 through 489.113, Florida Statutes. The subcontractor's own employees must perform that work. It cannot be subcontracted again or delegated to unlicensed individuals.

Employee Definition
For purposes of compliance, an "employee" means a person compensated by the employer who is under its supervision and control, with FICA and withholding taxes deducted and workers' compensation coverage provided, as defined in Sections 489.103(2) and 489.503(1), Florida Statutes.

Limited Exception – Temporary Labor
Use of temporary workers is permitted only for non-licensed tasks such as general labor, site cleanup, or material handling, and only if those individuals are W-2 employees of a bona fide staffing agency. Such use must be disclosed in writing and pre-approved by the Town.

Compliance and Enforcement
The Town reserves the right to audit worker rosters and license status at any time. Violations of these requirements constitute grounds for stop-work, payment withholding, or contract termination. Unlicensed contracting is prohibited under Sections 489.127 and 489.531, Florida Statutes, and contracts entered into by unlicensed contractors are unenforceable under Section 489.128, Florida Statutes.

MINIMUM QUALIFICATIONS OF BIDDERS:

Bidders must meet the following minimum qualifications to be deemed responsive and responsible. Failure to meet any of the requirements set forth in this section may result in the bid being rejected.

A. General Contractor's License

B. The bidder must be in business for the last five (5) years under the same name.

C. The bidder must demonstrate successful completion of at least three (3) projects within the past five (5) years that are similar in scope, size, and complexity to the work described in this ITB (lift station repair, rehabilitation or new installation with bypass operation required).

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INVITATION TO BID
FOR
LIFT STATION NO. 2 REHABILITATION
ITB No.: 26-006

SCOPE OF WORK:

General

The following instructions are given for the purpose of guiding Bidders in properly preparing their bids. These directions have equal force and weight with the specifications and strict compliance is required with all of the provisions herein contained.

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the Town does not wish to rule out other competition and equal brands or makes, the phrase OR EQUAL is added. However, if a product other than that specified is proposed, it is the vendor's responsibility to identify such a product within the bid and to prove to the Town that said product is equal to that specified and to submit brochures, samples, product approvals, and/or specifications in detail on the item(s) submitted. The Town shall be the sole judge concerning the merits of the bid submitted.

Scope of Work

The Work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation and specific improvements of Lift Station No. 2 for the Town of Highland Beach as described and specified further in the Technical Specifications prepared by Hazen and Sawyer and as shown on the Contract Drawings prepared by Hazen and Sawyer, both of which are incorporated herein by reference.

The work is described in general, non-inclusive below:

1. Civil Components:
   Elevation of wet well and valve vault, grading, vegetation removal, sodding, fence and gate removal and reinstallation, and site restoration.

2. Mechanical Components:
   Removal and replacement of the gate valves, check valves, and pump out connection within the existing valve vault. Installation of pipe supports. Removal and replacement of the pump guide rails to accommodate the new wet well height. Installation of new access hatches with fall protection. Contractor shall provide bypassing pumping system required for rehabilitation of lift station.

3. Electrical Components:
   Removal and replacement of the Lift Station control panel. Contractor to provide new termination boxes, equipment racks, grounding, and installation of new level floats.

The work covered by this ITB comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation of lift station no. 2 as described herein.

Contractor Responsibility

- The awarded Contractor(s) shall provide all supervision, labor, tools, and materials to complete all services as required per the bid specifications.
- The awarded Contractor(s) will be responsible for ensuring that all employees comply, at all times, with Terms, Conditions, and Specifications outlined in these bid specifications.
- The awarded Contractor(s) shall provide and ensure the wearing of protective clothing, masks, ear and eye protection, etc., as required by all applicable laws, regulations, ordinances, and/or manufacturer's instructions for materials and equipment.
- The awarded Contractor(s) is responsible to educate and provide all safety training and personal protection equipment for all of their personnel including following OSHA Regulations.
- The awarded Contractor(s) will be responsible for obtaining all necessary permits, licenses, and/or registration cards, I-9 Forms (Department of Homeland Security's Employment Eligibility Verification) in compliance with all applicable federal, state, and local statues pertaining to services as specified.

PERMITS, FEES, AND LICENSING REQUIREMENTS:

A. The awarded Contractor shall procure all Town of Highland Beach permits required for any part of the Contractor's work. Any drawings or exhibits necessary for the permit application shall be the responsibility of the Contractor. The Contractor shall pay the cost of the permit fees. Include permit fees in unit pricing.
B. The awarded Contractor shall review and become familiar with the requirements and conditions associated with the permits issued for the Project. It shall be the sole responsibility of the Contractor to know and fully comply with all the requirements and stipulations included in the permits, as applicable.
C. The awarded Contractor must hold a properly classified Business Tax Registration (BTR) for the work they are engaging in.

RESPONSIBILITY FOR MATERIALS:

The awarded Contractor shall be held responsible for any materials, equipment and work to the full amount of all payments made thereon, and the Contractor will be required to make good at its own cost any injury or damage which said material, equipment or work may sustain from any unforeseen obstructions or difficulties which may be encountered, or from any source or cause whatsoever, or from any action of the elements, before final acceptance thereof.

USE OF PREMISES:

The awarded Contractor shall confine equipment, the storage of materials and equipment, and the operations of workers to the project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against Town by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. The general indemnification provided elsewhere in this Contract specifically applies to claims arising out of Contractor's use of the premises.

During the progress of the Work, the awarded Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Town. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

Contractor shall neither load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

ACCESS TO WORK:

The awarded Contractor shall provide Town, the Town's consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith.

SAFETY AND PROTECTION:

The awarded Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected thereby; all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto.

The awarded Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

WORK HOURS:

Normal work hours shall be limited to 8:00 AM to 5:00 PM, Monday through Friday. Any work performed outside those hours shall be approved in advance by the Town.

WARRANTY:

The awarded Contractor shall guarantee all work, equipment and materials included in the service against any defects in workmanship; and shall satisfactorily correct, at no cost to Town, any such defect that may become apparent within a period of one (1) year after completion of work. The warranty period shall commence upon date of acceptance, inspection, and approval by a Town Representative only. If the Contractor is notified in writing of a deficiency in the work provided within one year from completion of the work, the vendor shall, at the Town's option, re-perform the work in question at no additional cost to the Town or refund the original charges for the work in question to the Town, including the difference in cost if any, to re-perform the work if completed by another contractor.

OMISSIONS IN SPECIFICATIONS:

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

NO LIEN RIGHTS:

The awarded Contractor and any subcontractor utilized by the Contractor shall have no lien rights regarding any property owned by the Town or otherwise.

PRE-CONSTRUCTION CONFERENCE:

The awarded Contractor shall schedule a preconstruction conference with the Town a minimum of fifteen (15) business days in advance of commencing construction.

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INVITATION TO BID

FOR

LIFT STATION NO. 2 REHABILITATION
ITB No.: 26-006

PERMIT FEE SCHEDULE

EXHIBIT "B"

TOWN OF HIGHLAND BEACH
BUILDING AND LAND DEVELOPMENT
SCHEDULE OF FEES

EFFECTIVE 10/01/2025 – 09/30/2026

V. BUILDING DEPARTMENT

a. All building permit fees shall be based upon the value of the work to be performed. The "value of work" shall be determined in accordance with Section 109 of the Town's Administrative Amendments to the Florida Building Code.

b. The minimum building permit fee shall be $100.

c. **Building permit fees** shall be calculated per each $1,000 of valuation or portion thereof for each trade (building, plumbing, mechanical, or electrical) or for each specialty (pools, fire suppression, alarm, or security systems, etc.). Those fees are as follows:

   i. $22.00 per $1,000 or portion thereof of value up to $500,000.
   ii. $17.50 per $1,000 or portion thereof of value above $500,000.
   Note: For permits issued for properties within the Town of Gulf Stream, 5% of the collected fees will be allocated to the Town of Gulf Stream for administrative services.

d. **Private Provider** rates per F.S. 553.791 & F.S. 553(2)(b)
   i. Private Provider inspections only -8% of (c) only.
   ii. Private Provider plan review only -10% of (c) only.
   iii. Private Provider inspections & plan review -18% of (c) only.

e. **Sales Trailer Permit Fee**: The fee for sales trailers shall be $500 per trailer, shall include all sub-trade inspections, and shall expire after six (6) months. The permit may be renewed for additional six (6) month increments upon payment of an additional fee.

f. **Construction Trailer Permit Fee**: The fee for a construction trailer shall be $250 and shall include all sub-trade inspections.

g. **Contractor Registration**: All contractors working in the Town of Highland Beach must be registered with the Building Department. Registration requires the submission of basic information about the contractor, including a government-issued photo ID, along with proof of valid licenses and insurance, and a local county business tax receipt. Contractors must hold a valid license issued by the State of Florida or be licensed as a contractor or registered as an installer with Palm Beach County. There is no fee for registering with the Town of Highland Beach.

h. **Reinspection Fees**:

i. $75.00 for second inspection (same item)
ii. $150.00 for third inspection* (same item)
iii. $250.00 for the fourth inspection* (same item)
iv. $300.00 for the fifth inspection* (same item)
* (requires the licensed qualifier to be at the site for the inspection)

i. **Additional Fees**:

i. $100.00 for fire sprinkler permits. Does not include the electrical permit.

ii. $50.00 per page for plans requiring additional review after the initial review

iii. $50.00 for change in contractor

iv. $100.00 flooring and/or balcony tile fee (not shower tile or pan replacement)

v. $20.00 for remote video inspections – RVI (elective)

vi. $50.00 for a portable storage unit

vii. $100.00 to extend permit prior to permit expiring

viii. $250.00 for reinstatement of expired permit (if approved by the Building Official)

ix. Appeal of Building Code Decision: $1,500.00

x. Additional Highland Beach Fire Department fees may apply. Contact HBFR

xi. Florida State Surcharges
a. BCAIF: 1.5% of permit fee
b. FBC: 1% of permit fee

j. **Penalty Fees**:

i. Two and a half times (2.5X) the original permit fee, but not to exceed $10,000, for work commenced without a permit

Approved by the Town Commission on October 7, 2020

k. **Planning & Zoning Fees**:

i. Site plan: $1,500.00

ii. Special Exception: $1,500.00

iii. Comprehensive Plan Amendment: $1,500.00

iv. Revision to Code of Ordinances: $1,500.00

v. Variance: $1,500.00
$500.00 each additional variance

vi. Appeal of Zoning Determination: $1,500.00

vii. Zoning Verification Letter: $150.00

viii. Hourly attorney consultation fee. Must be paid with all land development applications. $500.00 deposit plus any costs that exceed the $500.00

ix. License Agreement or Unity of Title: $1,000.00

x. Appeal to Town Commission: $1,500.00

xi. Engineering Review Fee: $500.00 plus any additional cost

xii. Floating Vessel Platform Application Review Fee: $150

xiii. Short-Term Rentals registration fee. $250.00

xiii. Short-Term Rentals inspection fee. $150.00

xiv. Short-Term Rentals re-inspection fee (failure to pass initial inspection) $75.00

xv. Short-Term Rentals biennial renewal fee. $150.00

xvi. Short-Term Rentals change of agent fee. $50.00

xvii. Short-Term Rental penalties:

a. $250.00 fine, daily per violation for the first offense;
b. Up to $500.00 fine, daily, per violation for repeat offenses;
c. $250.00 cost of prosecution.

Refund Policy

- *No refunds for issued permits, permits under $200, penalty fees, surcharges, etc.*
- *No refunds on permit applications greater than 30 days old*
- *Refunds shall be 60% of the fee paid in excess of $200.*

Cost Recovery Provision. The applicant is responsible for the cost of recovering administrative, engineering, legal review, and/or any other professional service required in conjunction with any application, including any public notice costs in excess of the minimum advertising fee, including notice costs, such as postage, etc.

INVITATION TO BID

FOR

LIFT STATION NO. 2 REHABILITATION
ITB No.: 26-006

PRICE SHEET

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service required by the ITB.

Basis of Award: It is the intent of the Town to award the Bid to one Contractor who is the lowest responsive and responsible Bidder of the option that the Town chooses. Due to budgetary constraints, the Town reserves the right to award whichever option is in the Town's best interest. ALL PRICES MUST BE HELD FOR A MINIMUM OF 120 DAYS AFTER THE BID DUE DATE.

CATEGORY	COST
Site Mobilization/Demobilization	
Maintenance of Traffic	
As-Built Record Drawings	
Erosion Protection Measures	
Pre-Construction Video	
Site/Mechanical Demolition and Restoration	
Civil & Site Work Modifications & Rehabilitation	
Mechanical System Improvements	
Electrical System & Instrumentation & Control System Improvements	
Temporary Bypass Pumping	
TOTAL	

COMPANY NAME	AUTHORIZED SIGNATURE
	PRINTED NAME
(_____)_____ TELEPHONE NUMBER	TITLE
EMAIL ADDRESS	DATE

Attachment "A"
Town of Highland Beach
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the Town requires appropriate coverages listing the Town of Highland Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the Town as "Certificate Holder" and "The Town of Highland Beach is Additional Insured with respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the Town: (**NOTE: This list is not all inclusive, and the Town reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

BIDDER ACKNOWLEDGEMENT

Submit Bids to: Clerk's Office
3614 South Ocean Blvd.
Highland Beach, FL 33487
Telephone: (561) 278-4548

ITB Title: **"LIFT STATION NO. 2 REHABILITATION"**

ITB Number: **26-006**

Bid Due: **10/7/2026, NO LATER THAN 2:00 P.M. (LOCAL TIME)**

All awards made as a result of this ITB shall conform to applicable sections of the charter and codes of the Town.

Name of Bidder: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

_____
Authorized Signature

BID BOND

BIDDER (Name and Address):

_____

_____

_____

SURETY (Name and Address and Principal Place of Business):

_____

_____

_____

OWNER (Name and Address):

Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

BID DUE DATE: 10/7/2026
PROJECT: ITB No. 26-006 LIFT STATION NO. 2 REHABILITATION
BOND:

BOND NUMBER: _____
DATE (Not later than Bid due date)**:** _____
PENAL SUM: _____ _____
(Words) (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the next page hereof, do cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
_____ (Seal)	_____ (Seal)
By: _____ Signature and Title	By: _____ Signature and Title (Attach Power of Attorney)
Attest: _____ Signature and Title	Attest: _____ Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth in the face of this Bond.

2. Default of Bidder shall occur upon failure of the Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by the Owner) the executed Contract required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Contract required by the Bidding Documents and any performance and payment bonds or public construction bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner.

4. Payment under this Bond will be due and payable upon default by Bidder within 30 calendar days after receipt by Bidder and surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state and county in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of the Bond. Such notices may be sent by personal delivery, commercial courier, or by United States registered or certified mail, return receipt required, postage pre-paid and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted form this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

10. The term "Bid" as used herein include a bid, offer or proposal as applicable.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He is_____ of _____,
(Title) (Name of Corporation or Firm)
the Bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from proposing in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Town of Highland Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)_____
_

Subscribed and sworn to before me (Title) _____
by means of __physical presence or __ online notarization
This _____ day of _____, 20 _____

My commission expires _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Highland Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

NAME - SIGNATURE

Sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____ ,20 _____

Printed Information:

_____

NAME

_____

TITLE

_____

NOTARY PUBLIC, State of Florida
at Large

_____

COMPANY

_____

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the Town of Highland Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Bidder's Signature

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Bidder is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this ITB and the resulting contract, and in furtherance thereof may demand and obtain records and testimony from the Bidder and its subcontractors and lower tier subcontractors.

The Bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of the contract justifying its termination.

_____
BIDDER NAME

By_____

Title: _____

Date: _____

SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Town of Highland Beach, Florida

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

   A. Does not participate in the boycott of Israel; and

   B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

   A. Is not on the Scrutinized Companies with Activities in Sudan List; and

   B. Is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and

   C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Town from: (1) contracting with companies for goods or services in any amount if at the time of proposing on, submitting a bid for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2026 by _____, as _____ of _____ who is □ personally known to me or □ produced _____ as identification.

_____
Notary Public
My Commission Expires:

SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Highland Beach (the "Town") by:

_____
(Print individual's name and title)

For: _____
(Print name of entity submitting sworn statement)

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), FLORIDA STATUTES, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), FLORIDA STATUTES, means a finding of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), FLORIDA STATUTES, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or apples to bid on contracts for the provision of goods or services let by a public entity or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement (indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Bidder list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICE FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMONT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

The foregoing document was sworn and subscribed before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2026 by _____, as _____ of _____ who is □ personally known to me or □ produced _____ as identification.

_____
Notary Public
My Commission Expires:

ADDENDA

TOWN OF HIGHLAND BEACH
FLORIDA

ITB TITLE: **"LIFT STATION NO. 2 REHABILITATION"**

ITB NO.: 26-006

DATE SUBMITTED: _____

We propose and agree, if this submittal is accepted, to contract with the Town of Highland Beach, in the Contract Form, to furnish all material, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

Having studied the documents prepared by: Town of Highland Beach

We propose to perform the work of this Project according to the Contract documents and the following addenda which we have received:

ADDENDUM	DATE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS ITB**

ITB No.: 26-006

LIFT STATION NO. 2 REHABILITATION
SCHEDULE OF SUBCONTRACTORS

The Undersigned Bidder proposes the following major subcontractors for the major areas of work for the Project. The Bidder is further notified that all subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional subcontractors, if required. **If not applicable or if no subcontractors will be used in the performance of this work, please sign and date the from and write "Not-Applicable" or "NONE" across the form.**

Name of Subcontractor	Address of Subcontractor	License No.:	Contract Amount	Percentage (%) of Contract

Signature_____ Date: _____

Title/Company_____

Owner reserves the right to reject any subcontractor who has previously failed in the proper performance of an award, or failed to deliver on time contracts in a similar nature, or who is not responsible (financial capability, lack of resources, etc.) to perform under this award. Owner reserves the right to inspect all facilities of any subcontractor in order to make a determination as to the foregoing.

PROJECT REFERENCES FOR _____

(NAME OF FIRM)

Company Name:		
Address:		
Detailed Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Detailed Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:
Company Name:		
Address:		
Detailed Description of Services:		
Contact Name:		
Phone:	Fax:	E-Mail:

"DRAFT"
SUBJECT TO REVISIONS PRIOR TO SIGNING

CONTRACT FOR LIFT STATION NO. 2 REHABILITATION

THIS CONTRACT ("Contract") is made this _____ day of _____, 2026, by and between the **Town of Highland Beach**, a Florida municipal corporation ("Town") and _____, a Florida corporation, with its principal address at _____ ("Contractor").

WHEREAS, the Town is a municipal corporation organized and existing pursuant to its Charter and the Constitution of the State of Florida; and

WHEREAS, the Town is in need of a contractor to provide labor and materials for the LIFT STATION NO. 2 REHABILITATION, and the Town issued INVITATION TO BID No. 26-006 ("ITB") regarding the same; and

WHEREAS, Contractor submitted a bid in response to the ITB, and the Town desires to accept Contractor's bid proposal to allow Contractor to render the goods and services to the Town as provided herein; and

WHEREAS, Contractor warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner; and

WHEREAS, the Town finds awarding the ITB to Contractor as described herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is acknowledged by both parties, it is hereby agreed between Contractor and the Town as follows:

Article 1. CONTRACT.

1.1 Contract Documents. The Contract Documents are incorporated herein by reference as if originally set forth in this Contract and comprise the entire agreement between the Town and Contractor. The Contract Documents consist of this Contract; the Town's INVITATION TO BID, the Bid submitted by Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders, and amendments relating thereto. If, during the performance of the work, Contractor finds an ambiguity, error or discrepancy in the Contract Documents, Contractor shall so notify the Town, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error, or discrepancy by Contractor. The Town will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy, or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed change orders
Second Priority:	This contract
Third Priority:	Town's INVITATION TO BID (attached hereto as **Exhibit "A"**)
Fourth Priority:	Contractor's Bid (attached hereto as **Exhibit "B"**)

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean **the Town Manager or designee, Town of Highland Beach, Florida**. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Town Manager or the Town Commission (depending on the authority set forth in the Town's Procurement Code).

1.3 Contract Price. The Contract Price shall be _____ **DOLLARS AND** _____ **CENTS** which shall be payable in accordance with Article 3 of this Contract.

1.4 Contract Time. Contractor agrees to fully complete the scope of work as set out in the Town's Bid, attached hereto and incorporated herein as **Exhibit "A,"** within 180 days of receiving a written notice to proceed from the Contract Administrator. Failure to achieve timely, substantial, and/or final completion for the Work shall be regarded as a breach of this Contract and subject to appropriate remedies including but not limited to liability for liquidated damages in accordance with Item 1.5 herein.

1.5 Liquidated Damages. **The Town and Contractor recognize that time is of the essence of this Contract and that the Town will suffer financial loss if the services described in the Contract Documents are not completed within the times specified in Article 1.4 above. The Town and Contractor recognize, agree, and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Town would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the services within the time specified. Accordingly, instead of requiring any such proof, the Town and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Town $500.00 for each day that expires after the time specified in paragraph 1.4. Liquidated Damage shall not be the Town's sole or exclusive remedy under the Contract Documents; there shall be no limitation on the amount of the Liquidated Damages that may be assessed; and, there shall be no bonus paid to the Contractor for early completion of the services.**

Article 2. SCOPE OF WORK.

The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations for the LIFT STATION NO. 2 REHABILITATION as set forth in the ITB.

Article 3. PAYMENT PROCEDURES

3.1 The Contractor shall submit invoices detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Town of Highland Beach
Attn: Finance Department
3614 S. Ocean Blvd.
Highland Beach, FL 33487

The Town's Building Official will review each invoice submitted by Contractor. If approved by the Town's Finance Department, the Town will make payment in accordance with the Local Government Prompt Payment Act (for construction services), section 218.735, Florida Statutes and as provided herein. Specifically, in accordance with Section 255.078, Florida Statutes, the Town will withhold five percent (5%) of each payment to the Contractor as retainage. Retainage shall be released to the Contractor in accordance with Section 218.735, Florida Statutes, and as set forth in this Contract. If not approved, the Town will notify Contractor within ten (10) business days of the Town's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 In accordance with Section 255.077, Florida Statutes, upon substantial completion, the Contractor shall notify the Town the work is substantially complete and request an inspection. Within five (5) business days thereafter, the Contractor and Town shall make an inspection of the work and begin the development of a draft punch list of items that must be completed by the Contractor prior to the Contractor submitting its final payment request ("Punch List Walkthrough"). The Town shall submit the punch list to the Contractor within fifteen (15) days of the Punch List Walkthrough, and the Contractor shall have ten (10) days to agree to the same. If the Contractor wishes to revise the punch list, it must send the revised punch list to the Town no later than thirty (25) days after reaching substantial completion. Thereafter the parties shall agree on the final punch list no later than thirty (30) days after reaching substantial completion. The punch list shall include every remaining item required to render complete, satisfactory, and acceptable services to the Town and the estimated cost to complete each remaining item. The final agreed upon punch list shall be sent to the Contractor five (5) days after the punch list is finalized. In no event may the Contractor request payment of final retainage until the Contractor has completed all items on the punch list. All items that require correction under the Contract which are identified after the preparation and delivery of the punch list remain the obligation of the Contractor. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to the Contract.

3.3 Upon final completion and acceptance of the work in accordance with the ITB and the Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the Town), the Contractor shall submit a "final invoice" to the Town. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all work has been properly completed and all charges have been invoiced to the Town. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Town shall pay the remainder including any amount held as retainage.

3.4 Notwithstanding the foregoing, the Town shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Town.

3.5 Final payment shall not become due until the Contractor and all of its subcontractors, who timely filed notices to owner, submit to the Town releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the project.

3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

3.7 The Town is exempt from payment of Florida State Sales and Use Tax. Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfil contractual obligations with the Town, nor is Contractor authorized to use the Town's Tax Exemption Number in securing such materials.

Article 4. SUBCONTRACTORS

All subcontractors shall be properly licensed, bondable and shall be required to furnish the Town with a Certificate of Insurance in accordance with the contract general conditions.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Town to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at its own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, investigations, explorations, and test reports which pertain to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.4 Contractor has given the Contract Administrator written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the resolution thereof is acceptable to the Contractor.

Article 6. INDEMNITY.

6.1 To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the Town, its officers and employees from liabilities, damages, losses and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Contractor shall not be responsible for or be required to indemnify the Town for the Town's own negligent acts or omissions or those of its officers or employees.

6.2 Contractor's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Town in the enforcement of this indemnification provision. This includes claims made by the employees of Contractor against the Town, its officers or employees, and Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

6.3 It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes (as amended), and shall survive the termination of this Contract. Nothing contained in the foregoing indemnification or the Contract Documents shall be construed as a waiver of any immunity or limitation of liability the Town may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes, or as an agreement by the Town to indemnify Contractor for any purpose or matter.

Article 7. TERMINATION.

7.1 Termination by the Town for Cause: The Town may terminate the Contract and the Contract Documents if Contractor:

(a) refuses or fails to supply enough properly skilled workers or proper materials;
(b) fails to make payment to suppliers for materials in accordance with the respective agreements between the Contractor and suppliers
(c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
(d) takes action, short of declaring bankruptcy, evidencing insolvency;
(e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
(f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Town, may without prejudice to any other rights or remedies of the Town and after giving Contractor and Contractor's surety, three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may finish the Work by whatever reasonable method the Town may deem expedient.

Contractor and its sureties shall be liable for any damage to the Town, including additional attorney fees, resulting from the Contractor's termination under this provision by the Town, including but not limited to, and any increased costs incurred by the Town in completing the work.

When the Town terminates the Contract for one of the reasons stated above, Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Town wrongfully terminated the Contract, then Contractor agrees to treat such termination as a termination for convenience.

In case of such termination for the Town's convenience, Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

Article 8. INSURANCE.

Prior to commencing any services, the Contractor shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Town and the Contractor. All such insurance policies may not be modified or terminated without the express written authorization of the Town.

Type of Coverage	**Amount of Coverage**
Professional liability/	$1,000,000 per occurrence
Errors and Omissions	$3, 000,000 annual aggregate
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Auditor, personal injury)	$1, 000,000 per occurrence $2,000,000 annual aggregate
Excess liability	$1,000,000
Automobile (owned, non-owned, & hired)	$ 1,000,000 per occurrence
Worker's Compensation	$ statutory limits
Including employer's liability insurance	$ 100,000 per occurrence $ 500,000 annual aggregate

The commercial general liability and excess liability policies will name the Town as an additional insured. Except for Workers' Compensation, all policies shall contribute as primary and non-contributory. Failure to comply with the foregoing requirements shall not relieve Contractor of its liability and obligations under this Contract.

Waiver of Subrogation: Contractor hereby waives any and all rights to Subrogation against the Town, 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 Contractor shall agree to 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 a

condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

Article 9. PUBLIC RECORDS.

Public Records**:** Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Town as provided under section 119.011(2), Florida Statutes, specifically agrees to:

A. Keep and maintain public records required by the Town to perform the service.

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

C. 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 this Contract and following completion of this Contract if Contractor does not transfer the records to the Town.

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, lgaskins@highlandbeach.us, OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. Ocean Blvd., HIGHLAND BEACH, FL 33487.

Article 10. MISCELLANEOUS.

10.1 The Town and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Town's prior written approval. Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders

10.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.

10.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

10.5 Entire Contract; Amendment and Waiver: This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty, or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.

10.6 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

10.7 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.

10.8 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.9 Effective date: The effective date of this Contract is the date the Contract is approved by the Town Commission.

10.10 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.11 Independent Contractor: Contractor is and shall be, in the performance of the Scope of Work under this Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the Scope of Work performed pursuant to this Contract shall at all times, and in all places, be subject to Contractor's sole direction, supervision, and control. Contractor shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

10.12 Successors and Assigns: This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10.13 Enforcement; Waiver of Jury Trial: If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS

10.14 Continuing Obligation: Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

10.15 Reserved.

10.16 Notice: Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Town:

Town of Highland Beach
Attn: Town Manager
3614 S. Ocean Blvd.
Highland Beach, FL 33487

and to Contractor as follows:

_____

Either party may amend this provision by written notice to the other party.

10.17 Public Entity Crimes: Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to

a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier or sub-consultant/sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Contractor will advise the Town immediately if it becomes aware of any violation of this statute.

10.18 Force Majeure: Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

10.19 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, Contractor acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

10.20 Scrutinized Companies: Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate this Contract at its sole option Contractor or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

If this Contract is for one million dollars or more, Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Town may immediately terminate this Contract at its sole option if Contractor, or any of its subcontractors are found to have submitted a false certification; or if Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Contract.

10.21 Protection of Property: Contractor shall at all times guard against damage or loss to the property of the Town or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The Town may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of Contractor or its agents. Contractor shall be responsible to safeguard all of their property such as tools and equipment while on site. The Town will not be held responsible for any loss of Contractor property due to theft or vandalism.

10.22 Defects: Contractor warrants that all goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following completion of all services unless a longer manufacturer warranty applies. The undersigned, upon notice of such defect, shall make the foregoing repairs as soon as reasonably possible or, if such repairs have already been made by the Town, the undersigned, upon receipt of evidence of the costs reasonably incurred by the Town in the making of such repairs, shall forthwith refund same to the Town. Anything herein to the contrary notwithstanding, the Town shall have the sole obligation to perform all maintenance required. Accordingly, the undersigned shall have no liability hereunder in the event that the repairs result from the failure of the Town to properly maintain same or misuse or abuse (except, however, nothing contained herein shall be construed to release the undersigned from liability for damage or defect caused by acts of the undersigned or its employees or agents in connection with the completion by the undersigned of the project).

10.23 Audit: Contractor shall permit the Town, or any authorized representatives of the Town, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the Contractor's performance under this Contract including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Contract.

10.24 Human Trafficking: Contractor, by signing this Contract as set forth below, attests that the Contractor does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

10.25 E-Verify: Pursuant to Section 448.095(5), Florida Statutes, Contractor shall:

a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien;"
c. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to Town upon request;
d. Comply fully, and ensure all of its subcontractors comply fully, with Sections 448.09(1) and 448.095, Florida Statutes;
e. Be aware that a violation of Section 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Contract; and
f. Be aware that if Town terminates this Contract under Section 448.095(5)(e), Florida Statutes, Contractor may not be awarded a contract for at least one (1) year after the date on which this Contract is terminated and will be liable for any additional costs incurred by Town as a result of termination of this Contract.

10.26 Disclosure of Gifts and Contracts with Foreign Countries of Concern: Pursuant to Section 286.101(3)(a), Florida Statutes, by entering into this Contract or performing any work in

furtherance thereof, Contractor certified that it has disclosed to the Town any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract on the day and year first above written.

TOWN OF HIGHLAND BEACH, FLORIDA

By: _____
Mayor

ATTEST:

_____
Lanelda Gaskins, Town Clerk

Approved as to form and legal sufficiency:

_____
Leonard G. Rubin, Town Attorney

CONTRACTOR

_____

By: _____

Print Name:
Title:

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, who was physically present, as _____ (title), of _____, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind _____(Contractor), to the same.

Notary Public

_____
Print Name: _____

My commission expires:_____

EXHIBIT "A"

Town's ITB

EXHIBIT "B"

Contractor's Bid

SunSentinel
MEDIA GROUP

Sold To:
Town of Highland Beach Florida - 130840
3614 S Ocean Blvd
Highland Beach FL 33487, FL 33487-3393

Bill To:
Town of Highland Beach Florida - 130840
3614 S Ocean Blvd
Highland Beach FL 33487, FL 33487-3393

Published Daily
Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida
County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL, a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of Bid No. 26-006
Was published in said newspaper by print in the issues of, and by publication on the newspaper's website, if authorized on 12 Sep 2026
Affiant further says that the newspaper complies with all legal requirements for publication in Chapter 50, Florida Statutes.

Rose Williams
_____
Signature of Affiant

Sworn to and subscribed before me this: 12 Sep 2026.

LeAnne Rollins
_____
Signature of Notary Public

Notary Public State of Florida
Leanne Rollins
My Commission HH 500022
Expires 4/27/2028

_____
Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ( )

138533

SunSentinel
MEDIA GROUP

TOWN OF HIGHLAND BEACH, FLORIDA
Invitation to Bid No. 26-006

LIFT STATION NO. 2 REHABILITATION

The Town of Highland Beach is soliciting bids from qualified vendors for the furnishing of all labor, equipment, materials, and performing all operations for the rehabilitation of lift station no. 2 as described in the ITB plans and specifications. All sealed bids must be received, one (1) original, one (1) copy, and one (1) electronic copy in the Office of the Town Clerk, Town Hall, 3614 S. Ocean Boulevard, Highland Beach, Florida 33487, no later than 2:00 PM on October 7, 2026, at which time the name of bidders will be publicly read in the Town of Highland Beach Commission Chambers. Bids received after the due date will not be accepted. There will be a mandatory pre-bid meeting at Town Hall on September 10, 2026, at 10:00 AM.

The complete ITB may be obtained and downloaded from Demandstar. Submitters who get copies of this solicitation from sources other than Demandstar may potentially risk not receiving specific addendum(s) issued due to the solicitation. Paper copies of the ITB may be requested by contacting the Town Clerk's Office at (561) 278-4548.
9/12/2026 138533

138533