

## AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Odyssey Manufacturing Company**, located at 1484 Massaro Blvd., Tampa, FL 33619, possessing FEIN# 65-0846345 (hereinafter referred to as "SUPPLIER") under seal for the Bulk Chlorine, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

### WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

**Section 1 – The Contract.** The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on September 17, 2019 shall be effective on the last signature date set forth below.

**Section 2 – The Contract Documents.** The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

**Marion County Solicitation #19B-265 - Bulk Chlorine, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Certificate of Insurance and Notice to Proceed.**

**Section 3 – Entire Agreement.** The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and SUPPLIER.

**Section 4 – Term.** This Work (defined herein) shall commence upon October 1, 2019 and will conclude September 30, 2022 (the "Term"). Three (3) annual renewals are available, pending mutual written agreement. Price increases shall ONLY be considered upon renewal notice dates, must be supported by an industry documented increase, shall not exceed three percent (3%), and must be Board approved. All Work will proceed in a timely manner without delays.

**Section 5 – Scope of Services.** SUPPLIER shall complete the Work, provide the necessary types and deliveries of bulk chlorine, for Project 19B-265, more fully set forth on EXHIBIT A hereto, as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

**Section 6 – Compensation.** COUNTY shall make payment, (the "Agreement Price"), to SUPPLIER under COUNTY's established procedure and per the fee schedule Exhibit B, herein.

**Section 7 – Assignment.** SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

**Section 8 – Laws, Permits, and Regulations.** Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

**Section 9 – Amendments.** This Agreement may only be amended by mutual written agreement of both Parties.

**Section 10 –Books and Records.** SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

**Section 11 – Public Records Compliance**

**A. IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:**

**Public Relations | 601 SE 25<sup>th</sup> Ave, Ocala, FL 34471**

**Phone: 352-438-2300 | Fax: 352-438-2309**

**Email: [publicrelations@marioncountyfl.org](mailto:publicrelations@marioncountyfl.org)**

- B. SUPPLIER shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
  - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if SUPPLIER does not transfer the records to COUNTY; and,
  - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
- C. If SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

**Section 12 – Indemnification.** SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

**Section 13 – Insurance.** As applicable, during the Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. SUPPLIER shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The Marion County Procurement Services Director should be shown as the

Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** shall be provided by SUPPLIER with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** shall be purchased and maintained by SUPPLIER with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.
- **General Liability** shall be maintained by SUPPLIER for the duration of the Project with limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If the policy is written on a claims-made basis, SUPPLIER must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as Additional Insured.

**Section 14 – Independent Supplier.** In the performance of this Agreement, SUPPLIER will be acting in the capacity of an "Independent Supplier" and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

**Section 15 – Default/Termination.** In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the nature of the default and providing SUPPLIER with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

**Section 16 – Damage to Property.** SUPPLIER shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, SUPPLIER shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

**Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds.** The obligation of COUNTY for payment to SUPPLIER is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

**Section 18 – Use of Other Contracts.** COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

**Section 19 – Employee Eligibility Verification.** For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by SUPPLIER is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement. By previously signing the ITB Acknowledgment

and Addenda Certification Form and this Agreement, SUPPLIER has agreed to perform in accordance with these requirements and agrees:

- A. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
- B. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
- C. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between SUPPLIER and the subcontractor, whichever is later. SUPPLIER shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.
- D. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.
- E. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

**Section 20 – Force Majeure.** Neither SUPPLIER nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

**Section 21 – Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

**Section 22 – SUPPLIER Conduct.** These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER's employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER's work or at the SUPPLIER's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be

tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** SUPPLIER and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

**Section 23 – Authority to Obligate.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

**Section 24 – Exhibits/Attachments.** The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work** and **EXHIBIT B – Fee Schedule**

**Section 25 – Law, Venue, Waiver of Jury Trial, Attorney's Fees.** This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

**Section 26 – Notices.** Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

SUPPLIER: Odyssey Manufacturing Company  
1484 Massaro Blvd., Tampa, FL 33619  
CONTACT PERSON: Patrick Allman | Phone: 813-635-0339

COUNTY: Marion County Utilities  
c/o Marion County, a political subdivision of the State of Florida  
601 SE 25<sup>th</sup> Ave, Ocala, FL 34471

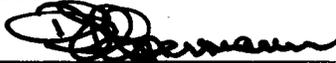
**A copy of all notices to COUNTY hereunder shall also be sent to:**

Procurement Services Director  
Marion County Procurement Services Department  
2631 SE 3rd St., Ocala, FL 34471

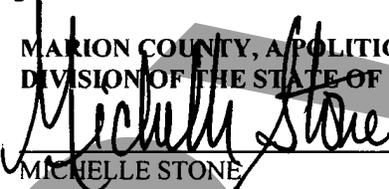
Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as [procurement@marioncountyfl.org](mailto:procurement@marioncountyfl.org). If SUPPLIER agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, SUPPLIER may designate up to two (2) e-mail addresses: [PAllman@odysseymanufacturing.com](mailto:PAllman@odysseymanufacturing.com). Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

 9/17/19  
DAVID R. ELLSPERMANN, DATE  
CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

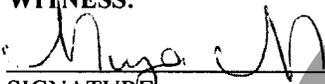
 9/17/19  
MICHELLE STONE, DATE  
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: September 17, 2019  
19B-265 Bulk Chlorine

 9-20-19  
for MATTHEW G. WINTER, DATE  
MARION COUNTY ATTORNEY

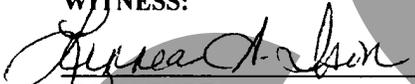
WITNESS:

  
SIGNATURE  
Myra Marcus  
PRINTED NAME

ODYSSEY MANUFACTURING COMPANY

 9.17.19  
BY: PATRICK H. ALLMAN DATE  
PRINTED: General Manager  
ITS: (TITLE)

WITNESS:

  
SIGNATURE  
Linnea A. Bon  
PRINTED NAME

# EXHIBIT A

## 19B-265 Bulk Chlorine

### SCOPE OF WORK

#### LIQUID SODIUM HYPOCHLORITE SPECIFICATIONS

#### UTILITIES REQUIREMENTS

##### 1. DELIVERY REQUIREMENTS

**General:** The intent and purpose of this specification document (the "Specification") is for the Contractor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, for the Marion County Utilities Department. Almost all of the sites identified in this BID (as defined in Paragraph 5) are for a "non-tanker" or flatbed truck delivery and requires up to 100' of hose on the Bidder's truck. The Bidder must bid on all of the delivery sites. Additionally, the successful Bidder shall supply bulk storage tanks and containment for those sites indicated in Paragraph 5 at no additional charge as part of their sodium hypochlorite supply. At Marion County's option, the successful Bidder shall also provide any needed chlorine chemical feed equipment. Marion County reserves the right to purchase said equipment from other sources.

##### 2. DELIVERY REQUIREMENTS

- 2.1 Contractor shall make normal deliveries within three (3) calendar (not working days) days after receipt of order (ARO) and must make emergency deliveries within 24 hours of request. An emergency delivery is defined as a delivery which is necessary in order to prevent Marion County from running out of sodium hypochlorite in less than 24 hours. Marion County shall endeavor to minimize the number of "emergency" deliveries.
- 2.2 All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each Marion County facility. All equipment deliveries shall be freight prepaid, F.O.B. to the requested Marion County facility.
- 2.3 Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with Marion County so the driver can gain access to the facility.
- 2.4 All deliveries of liquid sodium hypochlorite shall be made by properly cleaned containers on the delivery trucks to the locations specified in paragraph 5 below.

**All delivery trucks must carry at least 100' of hose and have a means to "blow the line clear" upon completion of the delivery.**

- 2.5 Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.
- 2.6 All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various Marion County facilities.
- 2.7 Marion County reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice. Notice will be given to the Contractor in writing by an authorized designee of the Utilities Department. Written notice will be provided by the Operations Manager or the Operations Supervisor.

- 2.8 The Contractor shall be responsible for "blowing" or pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Contractor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).
- 2.9 The Contractor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Marion County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.
- 2.10 The tanks or trailers shall be clean and free of residue that may contaminate the Contractor's product or impede the unloading process. It is the Contractor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Contractor and shall be clean and free from contaminating material. Marion County may reject a load if the equipment is not properly cleaned. Contractor shall furnish Marion County an approved, leak-free connection device between the trailer and its intake receptacle. The Contractor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Contractor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. In the event of a spill, the contractor will notify Marion County Utilities immediately. If the contractor does not immediately clean up any spill, Marion County Utilities will immediately take clean up actions. The contractor will be responsible for the cost of materials and labor for such cleanup efforts. If spill results in the requirement soil mitigation and/or removal, Marion County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Contractor and deducted from the amount due to the Contractor. If Marion County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Contractor or its subcontractor, the Contractor shall be relieved of cleanup of the spill.
- 2.11 Because of security and safety concerns, all delivery vehicle drivers shall be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Contractor's drivers shall display its driver's license and whenever challenged by Marion County during the delivery. In addition, Contractor shall supply Marion County a "CD" with digital photographs of all of its delivery drivers with names imposed and shall send out an updated CD within 24 hours of any changes to its drivers. Marion County shall use the CD to verify whether driver is actually an employee of the Contractor. Failure to show proper license or failure of driver to be listed on the CD provided to Marion County shall result in rejection of delivery and subsequent possible termination of the Contractor's supply agreement.
- 2.12 Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Contractor that the shipment is rejected, Contractor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

### **3. DELIVERY LOCATIONS**

- 3.1 Delivery sites and locations are provided as estimates and will be subject to deletions or additions as necessary to meet the water production demands of Marion County. The contractor will receive written notice of any addition or deletion at least 72 hours prior to scheduled action.
- 3.2 Liquid Sodium Hypochlorite consumption at each location is an estimate only and Marion County shall not be bound by these amounts in its contract with Contractor. Marion County projects gallons of sodium hypochlorite delivered each year.

3.3 Marion County owns some of its bulk storage tanks and others must be supplied by the Contractor. The Contractor shall install bulk storage tanks and any required containment as specified in the below listed table of delivery locations.

**4.0 PRODUCT MATERIAL REQUIREMENTS**

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

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

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

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

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

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

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,500 mg/L
Bromate	≤ 20 mg/L
Perchlorate	< 20 mg/L

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

**5.0 DELIVERY LOCATIONS**

5.1 Contractor shall make deliveries to the following locations as shown.

5.2 Contractor shall furnish and install tanks, containments, and associated piping that is indicated as leased by supplier in in the following table. All work performed must be performed by a licensed plumbing contractor and contractor shall be responsible for providing signed and sealed drawings by a Florida registered professional Engineer as required.

5.3 Contractor shall maintain tanks, containments, and associated piping leased.

Utilities Delivery Locations:

Facility Name	Address	CI2 Tank/Containment	Annual usage
Ashley Farms WTP	4170 NW 44th Ave. Ocala, FL 34474	500 DW Marion	2,433
Deerpath WTP	1331 SE 65th Cir. Ocala, FL 34472	55 Supplier	365
Dunnellon Airport WTP	14670 SW 110th St. Dunnellon, FL 34432	35 DW Marion	Self-fill
Golden Ocala WTP 1	4150 NW 84th Ct. Ocala, FL 34482	55 Marion	Self-fill
Golden Ocala WTP 2	2250 NW 70th Avenue Road Ocala, FL 34474	300/350 Supplier	2,400
Golden Ocala WWTP	2550 NW 70th Ave. Rd. Ocala, FL 34474	300/350 Marion	3,600
Irish Acres WTP	8344 N US HWY 441 Ocala, FL 34475	325/350 Supplier	365
K.P. Hole WTP	9435 SW 190 Ave. Rd. Dunnellon, FL 34432	N/A	Self-fill
Kunal II, LLC WTP	7998 NW 47th Ave. Ocala, FL 34474	55 Marion	442
Majestic Oaks WTP	5399 SW 82nd St. Ocala, FL 34478	165 Supplier	344
Marion Oaks WTP 4	3550 SW 168 St. Ocala, FL 34473	165 Supplier	2,281
Marion Oaks WTP 5	14170 SW 34 Terr. Rd. Ocala, FL 34473	165 Supplier	995
Marion Oaks WTP 6	5950 SW 150 Ln. Ocala, FL 34473	500 DW Marion	7,862
Newton WTP	10149 N.W. 17th Ave. Ocala, FL 34475	30 Marion	Self-fill
Oak Run WTP 2	7235 SW 115 St. Rd. Ocala, FL 34481	165 Supplier	664
Oak Run WWTF	11400 SW 990th Ter. Ocala, FL 34472	(1) - 3000 (1) - 150 Marion	84,350
Palm Cay WTP	10721 SW 80 Ave. Ocala, FL 34481	60 Marion	Self-fill
Pilot Oil WTP	4120 W HWY 326 Ocala, FL 34474	55 Marion	Self-fill
Pine Run WTP 2	9278 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Pine Run WTP 3	9756 SW 102 Pl. Ocala, FL 34481	55 Marion	Self-fill
Quail Meadows WTP	2951 NW 47th Ave. Ocala, FL 34474	55 Marion	Self-fill
Residential Water Systems WTP	5870 SE 42nd Ave. Ocala, FL 34478	55 Supplier	319
Salt Springs WTP	13841 N. HWY 19 Salt Springs, FL 32134	55 Marion	498
Salt Springs WTP Well 2	13841 N. HWY 19 Salt Springs, FL 32134	N/A	Self-fill
Salt Springs WWTF	HWY 19 & HWY 316 Salt Springs, FL 32134	325/350 Supplier	3,000
SC South WTP #1	17583 SE 102 Ave. Summerfield, FL 34491	165/200 Supplier	1,123
SC South WTP #2	17538 SE 101 Ave. Summerfield, FL 34491	165/200 Supplier	1,065
		100	365

Silver Springs Regional WTP	5815 East SS Blvd. Silver Springs, FL 34472	Supplier	
Silver Springs Shores WTP B	493 Oak Road Ocala, FL 34472	500/650 Supplier	As needed
Oak Run WTP 1	8899 SW 108th St. Ocala, FL 34481	2000 DW Marion	15,330
Silver Springs Shores WTP G	41 Hemlock Circle Ocala, FL 34472	1100 DW Marion	11,558
Silver Springs Shores WWTF	450 Emerald Road Ocala, FL 34472	3,000 Marion	84,350
Silver Springs Woods WTP	17815 SE 20th St. Silver Springs, FL	55 Marion	500
South Lake Weir WTP	13761 SE 170 St. Weirsdale, FL 32195	55 Marion	Self-fill
South Oak WTP	4923 SE 30th Ct. Ocala, FL 34474	55 Marion	500
Spruce Creek Golf & Country Club -WTP # 1	13613 Del Webb Blvd. Summerfield, FL 34491	300/325 Supplier	1,217
Spruce Creek Golf & Country Club - WTP# 2	12255 Del Webb Blvd. Summerfield, FL 34491	500/650 Supplier	7,300
Spruce Creek Preserve WTP	11300 SW 136 Pl. Dunnellon, FL 34432	325/350 Supplier	3,212
Stonecrest WTP	17155 SE 115th Court Summerfield, FL 34491	500 DW Marion	7,300
Stonecrest WWTF	SE 115th Ter. Rd. Summerfield, FL 34491	3,000 DW Marion	11,736
Summerglen WTP	15605 SW 13 Cir. Ocala, FL 34472	300/350 Supplier	3,042
Sun Country WTP / Paddock Downs WTP	6738 SW 85th St. Ocala, FL 34478	55 Marion	Self-fill
Timber Walk WTP	8599 SW 133 Ln. Rd. Ocala, FL 34473	165 Supplier	702
Track & Card WTP	17970 S. US HWY 301 Summerfield, FL 34491	(2) – 55 Marion	Self-fill
Oak Trace WTP	8390 SW 104th Pl. Ocala, FL 34482	165/200 Supplier	1,000

**6. QUALITY ASSURANCE, SAFETY AND TRAINING**

**6.1 Sampling and Testing**

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

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

**NovaChem Laboratories**

(513) 523-3605

5172 College Corner Pike, PO Box 608, Oxford, Ohio 45056

**Thornton Laboratories**

(813) 223-9702  
1145 East Cass Street, Tampa, Florida 33602

**Aqua Pure**

(352) 355-2383  
3855 East Silver Springs Boulevard, Suite 107, Ocala, Florida 34479

- 6.1.3 Sampling and Testing Prior to Unloading: The Contractor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Marion County, the Contractor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. Marion County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Marion County. The sample shall be considered representative of the lot. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity, weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Marion County that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Contractor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Marion County shall allow the Contractor to unload the shipment. In the event that the load is rejected, the Contractor shall have four (4) hours to supply another shipment. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure a shipment from another source and this failure to deliver shall constitute a second rejection. If a delivery tested and fails to meet the chlorine content requirements, the delivery will be rejected and the contractor will be responsible for providing replacement product within 4 hours. In the event any product load fails laboratory testing and must be rejected after delivery, the contractor will be responsible for removing the failed product and providing replacement product within 6 hours. In the event that the Contractor is unable or unwilling to supply another shipment within this time period, Marion County has the right to procure another shipment from another source. Failure to delivery replacement product will constitute a second product rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Contractor's supply contract with Marion County.
- 6.1.4 Sampling and Test of Shipment After Unloading. Marion County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification.
- 6.1.5 Certified Analysis. Contractor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Contractor, complies with all applicable requirements of this Specification and AWWA Standard B300-04, latest revision in addition to a third party analysis of its sodium hypochlorite in accordance with Section 6.1.

**6.2 Sodium Hypochlorite Tank Cleanings**

- 6.2.1 At any time during the performance of this Agreement, if Marion County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall cleanout the tank at no charge to Marion County within seven (7) days, unless such timeframe is extended by Marion County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to Marion County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Marion

County. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to Marion County.

## **7. OCCUPATIONAL HEALTH AND SAFETY**

### **7.1 Contractor Safety Requirements**

- 7.1.1 Contractor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Contractor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Contractor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.
- 7.1.2 Contractor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Contractor delivery personnel to contain leaks and to report any and all spills.

### **7.2 Material Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Contractor must be accompanied by a Material Safety Data Sheet (MSDS). The MSDS must be maintained by the user agency and must include the following information:**

- The Chemical Name and the common name of the toxic substance
- The hazards and other risks in the use of the toxic substance, including:
  - The potential for fire, explosion, corrosively and reactivity;
  - The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - The primary routes of entry and symptoms of overexposure.
- The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of, or exposure to, the toxic substances, including appropriate emergency treatment in the case of overexposure.
- The emergency procedure for spills, fire, disposal and first aid.
- A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement shall be directed to:
  - Department of Labor and Employment Security
  - Bureau of Industrial Safety and Health
  - Toxic Waste Information Center
  - 2551 Executive Center, Circle West
  - Tallahassee, Florida 32301-5014
  - Phone: 800/367-4378

### **7.3 Emergency Plan of Action and Safety Training**

- 6.3.1 Within 30 days of award and acceptance of the contract for the supply of liquid sodium hypochlorite, the Contractor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for Marion County to follow in case an emergency supply of liquid sodium hypochlorite is needed. The Contractor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers who live within one hundred fifty miles of Marion County) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply liquid sodium hypochlorite. In addition, the proper spill response notification procedure, along with any forms required by all local, state or federal regulatory agencies, shall be supplied by the Contractor. This section in no way relieves the Contractor of his responsibility

to notify the proper regulatory agencies in the event of a spill incident. In the event of a spill or leak, the Contractor shall supply the necessary personnel (including one degreed engineer) to immediately respond to such an event, to work with the local Hazardous Materials Response Team and to manage and oversee "After Event" cleanup efforts. Should a spill or leak occur, caused by Contractor's personnel, equipment or method of delivery, Contractor shall immediately comply with all applicable terms and conditions of the current version of Title III, Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C.S. 11001, et seq. (SARA) and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, Chapter 252, Part II, Florida Statutes. The responsibility for compliance with Federal and State rules and regulations regarding Contractor caused spills or releases shall be the sole responsibility of Contractor. The Contractor shall indemnify and hold Marion County harmless for any failure to properly report and /or comply with this provision. In addition, Contractor shall bear all expenses of spills, unless caused by the sole negligence of Marion County.

- 7.3.1 Safe Handling Training. The Contractor shall provide an appropriate safe handling training course for liquid sodium hypochlorite within the first month of the contract, to all current Marion County operations personnel and shall be available to conduct "refresher" courses or new employee training at six (6) month intervals during the contract period. The Contractor shall provide this assistance at no charge to Marion County.
- 7.3.2 Technical Assistance. The Contractor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. This expertise shall extend to the application of all other chemicals used by Marion County in its water treatment and wastewater treatment plants. The Contractor shall provide this assistance at no charge to Marion County.

## **8. EQUIPMENT SUPPLY**

From time to time as required by Marion County, Marion County may direct Contractor to supply chemical feed equipment including pumps and associated parts. Marion County may require any of this equipment from the Contractor during the term of the sodium hypochlorite supply agreement, with no minimums guaranteed. Contractor agrees to supply to Marion County within three (3) working days of an order. Contractor shall include a price list with his submittal for the following items and pricing shall be held firm for the length of the contract. CPI adjustments shall apply. Shipping shall be included FOB, Ocala, FL, with no minimum order.

- 3/8" Teflon Tubing
- 1/4" Teflon Tubing
- 3/8" Jacor Fittings
- 1/4" Jacor Fittings
- 1/2" to 3/8" Schedule 80 PVC reducer bushing
- 1/2" to 1/4" Schedule 80 PVC reducer bushing
- Pulsatron Series A+ LB04SA-VVC9-XXX 24 GPD/100 psi
- Pulsatron Series A+ LB64SA-VVC9-XXX 30 GPD/100 psi
- Pulsatron Series E+ LPE4SA-VVC9-XXX 44 GPD/100 psi
- Pulsatron Series E+ LPH6MA-VTC3-XXX 120 GPD/100 psi
- Pulsatron Series E+ LPH5SA-VVC3-520 76 GPD/150 psi
- Pulsatron Series E+ LPG5SA-VVC3-520 76 GPD/150 psi
- Pulsatron Series E+ LPG5SA-VVC3-520 96 GPD/100 psi
- Pulsatron Series MP LME4TA-VTC1-500 44 GPD/100 psi
- K4VVC9 KOPKIT (24/30/44 GPD)
- L0301100-THY (1) Diaphragm 24/30/44
- 5PKDIA4 (5 pk) Diaphragm 24/30/44
- Suction Valve L3101TCJ-PVC 24/30/44
- Discharge Valve L3201VCD-PVC 24/30/44

- Degassing Valve L3200DV1-PVC 24/30/44
- Injection Valve Assembly J61237 24/30/44
- Injection Valve Assembly J41873
- K6VTC3 KOPKIT (120 GPD)
- Bleeder Valve (120 GPD) L3300T03-PVC
- Suction Valve L3101TC3-PVC (120 GPD) 120 GPD/100 psi
- Discharge Valve L3201TC3-PVC (120 GPD) 120 GPD/100 psi
- X250EV1TCRAC.3 1/3 HP motor 29 GPM
- Calcium Hypochlorite (HTH) 68% Minimum Available Chlorine 65% (100 lb. pails)

**HIGH TEST CALCIUM HYPOCHLORITE (HTH) GRANULAR SPECIFICATIONS**

1. Granular Chlorine Calcium Hypochlorite (HTH) 68% minimum available chlorine 65%.
2. Granular Chlorine Calcium Hypochlorite (HTH) cost per each 100 pound pail.
3. Delivery shall be FOB, Ocala FL at the five (5) below Marion County Wastewater Facilities:
  - Golden Ocala Wastewater Treatment Facility  
2550 NW 70<sup>th</sup> Avenue  
Ocala, Florida 34482
  - Oak Run Wastewater Treatment Facility  
11400 SW 90<sup>th</sup> Terrace  
Ocala, Florida 34481
  - Salt Springs Wastewater Treatment Facility  
SR 19 & SR 316  
Salt Springs, Florida 32134
  - Silver Springs Shores Wastewater Treatment Facility  
450 Emerald Road  
Ocala, Florida 34472
  - Stonecrest Wastewater Treatment Facility  
17200 SE 115<sup>th</sup> Avenue  
Summerfield, Florida 34491

**HIGH TEST CALCIUM HYPOCHLORITE (HTH) GRANULAR SPECIFICATIONS**

1. High Test Chlorine Calcium Hypochlorite granules are used for disinfection and ordered in 100 pound pails of 68% minimum available chlorine 65%.
2. Delivery shall be FOB, Ocala FL at the five (5) below Marion County Wastewater Facilities:
  - Golden Ocala Wastewater Treatment Facility  
2550 NW 70<sup>th</sup> Avenue  
Ocala, Florida 34482
  - Oak Run Wastewater Treatment Facility  
11400 SW 90<sup>th</sup> Terrace  
Ocala, Florida 34481
  - Salt Springs Wastewater Treatment Facility  
SR 19 & SR 316  
Salt Springs, Florida 32134
  - Silver Springs Shores Wastewater Treatment Facility  
450 Emerald Road  
Ocala, Florida 34472
  - Stonecrest Wastewater Treatment Facility  
17200 SE 115<sup>th</sup> Avenue  
Summerfield, Florida 34491

EXHIBIT B 19B-265  
Bulk Chlorine Fee Schedule

BID# 19B-265 Bulk Chlorine			Odyssey Manufacturing Company		
Item No.	Description of Services	*Estimated Quantity	Unit	UNIT COST	TOTAL COST
1	Liquid, 12.5% Trade Percent Available Chlorine, Deliveries for Utility Sites	260,218	Gal	\$0.89	\$ 231,594.02
2	HTH granular, powder, Deliveries for Utility Sites	80	100 lb Pails(s)	\$150.00	\$ 12,000.00
3	Lease Tanks	18	Sites	\$ -	Provided at no cost
<b>TOTAL BASE BID</b>				<b>\$</b>	<b>243,594.02</b>

COPY

**ODYSSEY**  
MANUFACTURING CO.

January 17, 2018

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: **RESOLVED**, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on January 17, 2018, 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 17<sup>th</sup> day of January, 2018.



Stephen Sidelko, Secretary

CORPORATE SEAL

  
Marvin T. Rakes, President