

Meeting Date: June 28, 2016

Agenda Item 18

REQUESTED COMMISSION ACTION:

Consent Ordinance Resolution Consideration Workshop Initiative

SHORT TITLE OR MOTION:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND ODYSSEY MANUFACTURING CO. TO PROVIDE MAINTENANCE REPLACEMENT, NEW INSTALLATIONS AND REPAIR WORK FOR THE CHEMICAL SYSTEMS AT THE WATER TREATMENT AND REUSE TREATMENT PLANT; PROVIDING AN EFFECTIVE DATE; (Maximum \$800,000).

Summary of Purpose and Why:

Execution of this contract will allow Utility Staff to have Odyssey Manufacturing on call to ensure timely maintenance of water treatment and reuse treatment plants chemical feed systems on a as needed basis. Total estimated annual expenditures will vary according to the number of jobs or projects performed at both the Water and Reuse plants. A maximum of \$800,000 total, \$600,000 for the water plant and \$200,000 for the Reuse plant has been set.



Accomplishing this item supports achieving initiative "1.4. Ensure safe drinking water standards" identified in the City's: Quality and Affordable Services Strategy

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Utilities Department
- (2) Primary staff contact: A. Randolph Brown / Phil Hyer Ext 7044 / 7030
- (3) Expiration of contract, if applicable: N/A
- (4) Fiscal impact and source of funding: Various CIP accounts

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Utilities	<u>6/10/16</u>	APPROVE	
Purchasing	<u>6/22/16</u>	APPROVE	
City Attorney	<u>6/27/16</u>	APPROVE	
Finance	<u>6/21/16</u>	APPROVE	
Budget	<u>6/21/16</u>	APPROVE	

Advisory Board
 Development Services Director
 City Manager

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading	1st Reading	Results:	Results:
_____	_____	_____	_____
2nd Reading	_____	_____	_____
_____	_____	_____	_____



City Attorney's Communication #2016-596

March 10, 2016

TO: Alessandra Delfico, P.E., Engineer
FROM: Mark E. Berman, City Attorney
RE: Resolution – Service Contract with Odyssey Manufacturing Co.

As requested, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND ODYSSEY MANUFACTURING CO. TO PROVIDE MAINTENANCE, REPLACEMENT, NEW INSTALLATIONS AND REPAIR WORK FOR THE CHEMICAL SYSTEMS AT THE WATER TREATMENT AND REUSE TREATMENT PLANT; PROVIDING AN EFFECTIVE DATE.

Please feel free to contact me if I may be of further assistance.


MARK E. BERMAN

/jrm
l:cor/util/2016-596

Attachment

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND ODYSSEY MANUFACTURING CO. TO PROVIDE MAINTENANCE, REPLACEMENT, NEW INSTALLATIONS AND REPAIR WORK FOR THE CHEMICAL SYSTEMS AT THE WATER TREATMENT AND REUSE TREATMENT PLANT; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Contract between the City of Pompano Beach and Odyssey Manufacturing Co. to provide maintenance, replacement, new installations and repair work for the chemical systems at the Water Treatment and Reuse Treatment Plant, a copy of which Contract is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

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

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2016.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



Phone: (954) 545-7016

**City of Pompano Beach
UTILITIES TREATMENT PLANT**

Fax: (954) 545-7046

MEMORANDUM NO. 16 - 18

DATE: March 22, 2016

TO: Mark Berman, City Attorney

VIA: A. Randolph Brown, Utilities Director *ARB*

C: Otis Thomas, General Services Director

FROM: Phil Hyer, Utilities Treatment Plants Superintendent *PH*

SUBJECT: Justification for Consideration/Approval and Execution of Service Contract with Odyssey Manufacturing Company

Issue:

Need for emergency and planned repair, rehabilitation, modification, replacement, purchase and/or installation of various chemical feed systems within the Water and Reuse Treatment Plants.

Background:

The Water and Reuse treatment plants has many individual pieces of chemical feed system equipment which, from time to time, require maintenance, repair, rehabilitation and replacement. The need for the proper function and maintenance of this equipment is crucial to operations at both plants and the City's ability to maintain regulatory compliance and provide a high quality treated water to our customers.

Odyssey Manufacturing Company has been performing these duties for other Utilities within the state of Florida. They currently have an agreement in place with TOHO Utility Authority which was originally competitively bid. Odyssey Manufacturing Company has agreed to extend this competitively bid pricing to the service contract specifically tailored to City of Pompano Beach Utilities' needs.

Recommendation:

Utilities staff recommends the approval and execution of this contract for use on an as needed basis. Funding for these services is available in various Utilities Water and Reuse Maintenance CIP, Capital Outlay and Operating accounts. Total estimated annual expenditures will vary according to the number of jobs or projects performed at both Water and Reuse plants and will not exceed \$800,000 annually. Please find attached:

1. Agreement between City of Pompano Beach and Odyssey Manufacturing Company
2. Exhibit A- Scope of Work
3. Exhibit B- COI
4. Exhibit C- Pricing

COPY

SERVICE CONTRACT

THIS AGREEMENT is made and entered into this _____ day of _____, 2016, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Odyssey Manufacturing Co., a Delaware corporation authorized to do business in the State of Florida, hereinafter referred to as "Contractor."

WHEREAS, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

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

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" Scope of Work; Exhibit "B" Insurance Requirements; Exhibit "C" Pricing and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide maintenance, replacement, new installations and repair work for its chemical systems at the City of Pompano Beach's Water Treatment and Reuse Treatment Plant upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Work), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this contract for four (4) additional periods of one (1) year upon the written consent of both the City and the Contractor, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as indicated in Exhibit "C." The Not-to-Exceed contract amount shall be \$800,000 (eight hundred thousand) annually. \$200,000 (two hundred thousand) allocated to the Reuse Treatment Plant and \$600,000 (six 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.

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Odyssey Manufacturing Co.
General Manager
1484 Massaro Boulevard
Tampa, FL 33619

If to City: City of Pompano Beach
City Manager
P. O. Box 1300
Pompano Beach, Florida 33060

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

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

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

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three 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.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and

policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

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

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

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

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

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

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 119.10, Florida Statutes, 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 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**

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto 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.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. 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 hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections 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.

28. 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.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

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

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

ODYSSEY MANUFACTURING CO.,
a Delaware corporation

Witnesses:

Tiffany Thaxton

TIFFANY THAXTON
(Print or Type Name)

Maria Barra

Nicole Barra
(Print or Type Name)

By: [Signature]
Patrick H. Allman, General Manager

Business License No. CGC1510698

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23rd day of May, 2016, by PATRICK H. ALLMAN, General Manager of ODYSSEY MANUFACTURING CO., a Delaware corporation authorized to do business in the State of Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



MICHAEL P. AZZARELLA
MY COMMISSION # FF 897009
EXPIRES: November 4, 2019
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Michael P. Azzarella
(Name of Acknowledger Typed, Printed or Stamped)

FF 897 009
Commission Number

CLS/jrm
5/6/16
L:agr/engr/2016-781

Exhibit A Scope

Chemical System Maintenance and Repair Services

PURPOSE

The purpose of this contract is for Contractor 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.

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:

- Testing of chemical systems as required.
- Installation of chemical system equipment including piping.
- Minor Florida Department of Environmental Permitting (FDEP) services as required.
- Small building installation
- Concrete pad installation

- 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
- 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.**

METHOD OF PAYMENT

Invoices for payment shall be sent to

The City of Pompano Beach
Attn: Phil Hyer
Utilities Treatment Plants Superintendent
1205 NE 5th Ave
Pompano Beach, FL 33060

The Contractor shall submit invoices upon acceptance by the City. Invoices shall include, but are not limited to the following:

- Contractor's name
- Contactor's address and phone number
- The City's Purchase Order number and Contract number
- Date of service
- Itemized description and pricing of each piece of equipment along
- Hourly rate for description of services provided.

The City will endeavor to make a payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City.

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 via a work authorization accepted 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 as a result of a repair. **The City shall not be responsible for the Contractor's negligence or lack of due care if the wrong materials are purchased or if materials are purchased without the pre-approved consent of an authorized City representative.**

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

STAFFING REQUIREMENTS

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

FACILITY SECURITY

1. The City shall request the Contractor to provide a list of all employees working under this contract. The list shall include picture ID badge, drivers' license numbers and addresses. The Contractor shall be held responsible for the accuracy of the data provided and shall ensure that changes are updated immediately. When employees are hired, fired or specially assigned, the City shall be supplied with an updated list of all employees doing work on the City property.
2. The Contractor shall also be required to provide a list of employees and ensure that personnel assigned to the project do not possess criminal records that would jeopardize the safety of the City personnel. Prior to the start of the work, the Contractor must disclose to the City the names of all persons known to possess the aforementioned records along with a description and explanation of any extenuating circumstances. The employee list shall include complete name, social security number, date of birth, home address and telephone number for each. Information will be used for a background check investigation.
3. The City will notify the Contractor within three (3) work days if the employee will be allowed to work on the project. The Contractor must certify that the company and its employees are or will be in compliance with these standards.

4. Employees shall wear a uniform bearing the company's name/logo whenever on the City property.
5. The Contractor's personnel sent to service the City's equipment shall carry identification confirming that they are bona fide employees of the Contractor and sub-contractors. Use of subcontractors without written consent of the City is cause for termination of the contract.
6. The Contractor's vehicle shall bear company name/logo whenever the Contractor is traveling to and from the job site.

BRAND NAME OR APPROVED EQUAL REQUIREMENTS

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

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

WARRANTY

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

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

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

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

SAFETY

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

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

PARTS

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

Exhibit B
Insurance

CONTRACTOR'S INSURANCE

1. The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
2. Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
3. The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
4. The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
5. The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage

in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.

6. All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
7. The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
8. The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.
9. The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.
10. The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any material change in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.
11. Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

12. Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/30/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802		CONTACT NAME: Debbie MacGillivray PHONE (A/C, Ho, No): (863) 688-5495 FAX (A/C, No): (863) 688-4344 E-MAIL ADDRESS: debbie.macgillivray@stahlinsurance.com	
INSURED Odyssey Manufacturing Co. 1484 Massaro Blvd Tampa FL 33619		INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Ins Co 10172 INSURER B: Ace American Insurance Co 22667 INSURER C: Zenith Insurance Company 13269 INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10/1/2015 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.

PER LTR	TYPE OF INSURANCE	EXCL. (S) (S) (S) (S) (S) (S)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Applies by Written Contract GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC OTHER:	X Y	G24092975007 Includes Contractual Liability & XCU Coverages	10/1/2015	10/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X Y	R08450377007	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basis \$ 10,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		G24092987007	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N N M/A Y	R066928611	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution/Prof Liability Poll Ded \$10K/Prof \$25K		G24092975007	10/1/2015	10/1/2016	E&Poli Condition/Agg \$1,000,000 Prof Ea Claim Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required in a written contract: City of Pompano Beach is an additional insured as respects general liability & auto liability; waiver of subrogation in favor of additional insured applies as respects general liability, auto liability & workers compensation; 30-day notice of cancellation with 10-day notice for nonpayment applies; umbrella is over underlying policies.

CERTIFICATE HOLDER pruchasing@copbfl.com City of Pompano Beach Attn: Risk Manager 100 West Atlantic Boulevard 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. APPROVED RISK MANAGEMENT OFFICER BY: <i>[Signature]</i> Tony Martinez/MACG
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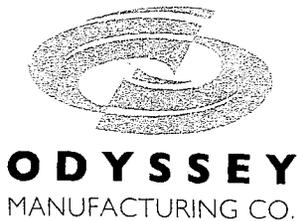
ACORD 25 (2014/01)
IN5025 (01/14/11)

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Exhibit C Pricing

The price schedule shall be for the hourly rates as indicated below.

Hourly Rate		
ITEM	DESCRIPTION	COST
1	Regular time rate for service technician	\$ 80
2	Overtime/emergency rate for service technician	\$ 80
3	Regular time rate for service helper	\$ 35
4	Overtime rate for service helper	\$ 35
5	Regular time rate for day laborers	\$ 15
6	Overtime rate for day laborers	\$ 15
7	Regular time rate for engineering personnel	\$ 90
8	Overtime rate for engineering personnel	\$ 90
9	Mark up for parts	10%



RECEIVED

MAY 24 2016

March 1, 2016

ENGINEERING

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS AND CONTRACTS 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 and to execute agreements and any documents associated with these agreements 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 March 1, 2016, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 1st day of March, 2016.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President