

South Central Regional Wastewater Treatment and Disposal Board



JANUARY 26, 2026 QUARTERLY ANNUAL BOARD MEETING AGENDA PACKET

South Central Regional Wastewater Treatment & Disposal Board
1801 N. Congress Avenue
Delray Beach, Florida 33445
561-272-7061

SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT AND DISPOSAL BOARD



QUARTERLY ANNUAL BOARD MEETING JANUARY 26, 2026 – 6:00 p.m.

Monday, January 26, 2026

Board Approved Meeting 6:00 p.m.
Conference Room
South Central Regional

RULES FOR PUBLIC PARTICIPATION

1. **PUBLIC COMMENT:** South Central Regional Wastewater Treatment and Disposal Board's (Board) meetings are business meetings and the right to limit discussion rests with the Board. **Generally, remarks by an individual will be limited to three minutes or less.** The chairperson, presiding officer or a consensus of the Board has discretion to adjust the amount of time allocated.

Public comment shall be allowed as follows:

- A. Comments and Inquiries on non-agenda and agenda Items (excluding public hearing or quasi-judicial hearing items) from the public: any citizen is entitled to be heard concerning any matter within the scope of jurisdiction of the Board under this section. The Board may withhold comment or direct the plant manager to take action on requests or comments.
 - B. Public hearings/quasi-judicial hearings: any citizen is entitled to speak on items under these sections at the time these items are heard by the Board.
2. **SIGN IN SHEET:** Prior to the start of the Board meeting, individuals wishing to address the Board should sign in on the sheet located on the conference room table when entering the conference room. If you are not able to do so prior to the start of the meeting, you may still address the Board. The primary purpose of the sign-in sheet is to assist staff with record keeping. Therefore, when you stand to speak, please complete the sign-in sheet if you have not already done so.
 3. **ADDRESSING THE BOARD:** At the appropriate time, please stand and state your name and address for the record. All comments must be addressed to the Board as a body and not to individuals. Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the Board, shall be barred by the presiding officer from speaking further, unless permission to continue or again address the Board is granted by a majority vote of the board members present.

APPELLATE PROCEDURES

Please be advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, such person will need to ensure that a verbatim record includes the testimony and evidence upon which the appeal is based. The Board neither provides nor prepares such record.

The Board will furnish auxiliary aids and services to afford an individual with a disability an opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the Board. Contact the Director at 561-272-7061, 24 hours prior to the event in order for the Board to accommodate your request.

1801 North Congress Avenue, Delray Beach, Florida 33445
Phone: 561-272-7061 • Fax: 561-265-2357
www.scrwwtp.org

**SOUTH CENTRAL REGIONAL
WASTEWATER TREATMENT AND DISPOSAL BOARD
FY 2025-2026
QUARTERLY ANNUAL BOARD MEETING
JANUARY 26, 2026 – 6:00 p.m.
AGENDA**



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- 1. ROLL CALL**
 - 2. APPROVAL OF MINUTES**
 - A. Approval of the November 17, 2025 Rescheduled Board Meeting minutes.
 - 3. COMMENTS AND INQUIRIES ON AGENDA AND NON-AGENDA ITEMS FROM THE PUBLIC:**
 - A. Chairperson's response to prior public comments and inquiries.
 - B. From the public
 - 4. AGENDA APPROVAL**
 - 5. CONSENT AGENDA**
 - A. Accept written report of purchase orders under \$65,000 written October 1, 2025 through December 31, 2025.
 - B. Accept written report of purchase orders over \$65,000 written October 1, 2025 through December 31, 2025.
 - C. Accept the written report for purchase card transactions September 16, 2025 through December 15, 2025.
 - 6. CONSENT FOR AWARDS OF BIDS AND CONTRACTS OVER \$65,000:**
 - A. Approve piggyback contract with Odyssey Manufacturing Company utilizing terms and pricing of Bid No. 22-03 for St. Johns County Board of County Commissioners agreement for the supply of Sodium Hydroxide (Caustic Soda 50%) at \$2.79 per gallon, a \$0.03 increase (estimated \$874.67 per dry ton). This contract runs from January 24, 2026 through January 23, 2027; and there is one more possible extension to the St. Johns County bid agreement in the future.
 - B. Approve fourth addendum to provision of service agreement between South Central Regional Wastewater Treatment and Disposal Board and Beatrice E. Good, PA at the of rate of \$79.50 per hour, retroactively effective.

7. BUDGET DISCUSSION AND APPROVAL

8. DIRECTOR'S REPORT – [FOR INFORMATION AND CONSENSUS PURPOSES ONLY.]

A. Director's Report

9. LEGAL BUSINESS

10. NEW BUSINESS

A. Next quarterly board meeting is scheduled for April 27, 2026, at 6:00 p.m. pursuant to Resolutions No. R03-2025

11. FUTURE AGENDA ITEMS

A. Election of Officers pursuant to Article IV. At Section 4.7 of the By-Laws at the April 27, 2026 board meeting

12. ADJOURNMENT

**SOUTH CENTRAL REGIONAL
WASTEWATER TREATMENT AND DISPOSAL BOARD
FY 2025-2026
RESCHEDULED QUARTERLY ANNUAL BOARD MEETING
NOVEMBER 17, 2025 – 6:00 p.m.
MEETING MINUTES**



1. ROLL CALL

The Board Meeting of South Central Regional Wastewater Treatment and Disposal Board held on November 17, 2025, was called to order by Chairperson, Commissioner Aimee Kelle of Boynton Beach, at 6:00 p.m.

Roll Call was performed, and the following Commissioners were present:

City of Boynton Beach

Vice Mayor Woodrow Hay
Commissioner Aimee Kelley

City of Delray Beach

Mayor Tom Carney
Commissioner Tom Markert
Deputy Vice-Mayor Angela Burns (at 6:05)

A quorum was present.

Absent from the meeting were Mayor Rebecca Shelton, Commissioner Thomas Turkin and Commissioner Angela Cruz *from the City of Boynton Beach*, and Vice-Mayor Rob Long and Commissioner Juli Casale *from the City of Delray Beach*.

Also present was Director Doug Levine; Chief of Maintenance Aaron Shopoff; Board Operating Committee Members Hassan Hadjimiry City of Delray Beach; Poonam Kalkat City of Boynton Beach (on zoom); Board Finance Officer Beatrice Good (on zoom); Board Attorney Kathryn Rossmell and Executive Assistant Olga Insabella.

2. APPROVAL OF MINUTES

A. Approval of July 28, 2025 Board Meeting minutes

**MOTION TO APPROVE THE MINUTES OF JULY 28, 2025, WAS MADE BY VICE MAYOR WOODROW HAY AND SECONDED BY COMMISSIONER TOM MARKERT.
MOTION CARRIED 4-0.**

3. COMMENTS AND INQUIRIES ON AGENDA AND NON-AGENDA ITEMS FROM THE PUBLIC:

- A. Chairperson's response to prior public comments and inquiries
- B. From the public

4. AGENDA APPROVAL

**MOTION TO APPROVE THE AGENDA WITH THE ADDITION OF ADENDUM 6 (CHANGES TO AGENDA ITEM 6A PLASTRIDGE INSURANCE POLICY) WAS MADE BY MAYOR TOM CARNEY AND SECONDED BY VICE MAYOR WOODROW HAY
MOTION CARRIED 4-0**

5. CONSENT AGENDA

- A. Accept written report of purchase orders under \$65,000 written July 1, 2025 through September 30, 2025
- B. Accept written report of purchase orders over \$65,000 written July 1, 2025 through September 30, 2025
- C. Accept the written report for purchase card transactions June 16, 2025 through September 15, 2025
- D. Approval for disposal, in accordance with District's Amendments No.1 and No. 2 to Section 2 of "Statement of Surplus Material Policy" adopted June 14, 2021, which require a listing of items approved for disposal by the Plant Manager, along with the recommended method of disposal, to be placed on the Consent Agenda. The following are Items to be disposed of either by competitive quotations or the best value to the plant based on the necessity of removal from the premises:

- 1. Dispose of the Thickening Centrifuge 1 which has been replaced by the new Gravity Belt Thickener (GBT)

**MOTION TO APPROVE THE CONSENT AGENDA WAS MADE BY MAYOR TOM CARNEY AND SECONDED BY VICE MAYOR WOODROW HAY
MOTION CARRIED 4 -0**

6. CONSENT FOR AWARDS OF BIDS AND CONTRACTS OVER \$65,000:

- A. Authorize the Director to approve and execute the Board's Insurance Policy renewals for plant liability matters based on new quotes provided by Plastridge Insurance Agency, based in large part on the City of Boynton Beach CRA's policies in the amount of \$416,400.69, which is a 3% decrease under the current coverage

**MOTION TO APPROVE ITEM 6A WAS MADE BY VICE MAYOR WOODROW HAY AND SECONDED BY COMMISSIONER TOM MARKERT.
MOTION CARRIED 4-0.**

- B. Authorize the Directors to enter into an agreement with Plastridge to address our Health Insurance, Life, Short Term Disability, and Long-Term Disability coverage for District employees who choose to utilize and pay for any or all of these types of coverages with the monies provided for such coverage by the Board.

**MOTION TO APPROVE ITEM 6B WAS MADE BY VICE MAYOR WOODROW HAY AND SECONDED BY COMMISSIONER TOM MARKERT.
MOTION CARRIED 5-0.**

7. BUDGET DISCUSSION AND APPROVAL

8. DIRECTOR'S REPORT – [FOR INFORMATION AND CONSENSUS PURPOSES ONLY.]

- A. Director's Report
- B. Consideration for a 3% increase to the Director's salary which has been budgeted for the FY2026

**MOTION TO APPROVE ITEM 8B WAS MADE BY MAYOR TOM CARNEY AND SECONDED VICE MAYOR WOODROW HAY.
MOTION CARRIED 5-0.**

9. LEGAL BUSINESS

- A. Adoption and Approval of Resolution R03-2025 concerning the setting forth of the quarterly meeting schedule for calendar year 2026, pursuant to authorization to do so under Resolution 02-2016

**MOTION TO APPROVE ITEM 9A WAS MADE BY VICE MAYOR WOODROW HAY AND SECONDED BY MAYOR TOM CARNEY.
MOTION CARRIED 5-0.**

10. NEW BUSINESS

- A. Next quarterly board meeting is scheduled for January 26, 2026 at 6:00 p.m. pursuant to Resolution No. R03-2025

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

THE MEETING WAS ADJORNED AT 6:44 PM.

ATTEST:

Chairperson of the Board
Commissioner Aimee Kelley

The undersigned is the Director of South Central Regional Wastewater Treatment and Disposal Board and the information provided is the Minutes of the Quarterly Annual Board Meeting held on November 17, 2025. The minutes were formally approved and adopted by the South Central Regional Board on January 26, 2026.

Director Doug Levine
South Central Regional
Wastewater Treatment and Disposal Board

Approved Purchase Orders
Under \$65,000
October 1, 2025 to December 31, 2025

PO Number	Name	Description	Amount
429	Brightly Software	Work Order Management System	\$18,114.76
430	BDP Industries	Gravity Belt - 86" X 448"	\$3,859.22
431	VOID	VOID	\$0.00
432	Hach Company	Lab Supplies/Reclaim Equipment	\$15,029.62
433	March Engineering	3.5" Tri-Packs	\$14,116.80
434	Best Rolling Door	14x16 Overhead Holding Bay Garage Doors	\$31,800.00
		Total	\$82,920.40

Approved Purchase Orders
Over \$65,000
October 1, 2025 to December 31, 2025

PO Number	Name	Description	Amount
	None	None	\$0.00
		Total	\$0.00

Truist - Mastercard Purchases
Period 09/16/2025 to 10/15/2025

Edward Soper		
Posting Date	Supplier	Amount
09/17/25	Grainger	\$105.00
09/18/25	Amazon Mktpl S39m85jx3	\$29.67
09/18/25	Grainger	\$65.80
09/19/25	Amazon Mktpl U43nu5r93	\$204.07
09/25/25	Amazon Reta 5m1g62xz3	\$58.08
10/01/25	Amazon Mktpl Nj21f3601	\$79.98
10/01/25	Amazon Mktpl Nv37g3e20	\$137.43
10/01/25	Amazon Mktpl Nv1u28tm0	\$282.19
10/02/25	Napa Store 1708032	\$176.04
10/03/25	Amazon.Com Nj28i4232	\$159.89
10/08/25	Amazon.Com Nf1rt10o0	\$95.88
10/08/25	Amazon Mktpl Nv0ow66a2	\$39.18
10/08/25	Amazon.Com Nf87v6g80	\$486.00
10/09/25	Ebay O 25-13655-49651	\$36.26
10/09/25	Amazon Mktpl Nv75j0k72	\$47.25
10/09/25	Grainger	\$181.40
Total USD		\$2,184.12

Krystine Delgado		
Posting Date	Supplier	Amount
09/16/25	Amazon Mark 3v45d0eb3	\$70.82
Total USD		\$70.82

Olha Insabella		
Posting Date	Supplier	Amount
09/16/25	Hxc Hosting Llc	\$11.99
09/16/25	Amazon Mktpl 3y7uf1ds3	\$331.44
09/18/25	Amazon Mktpl N315u9kq3	\$19.99

09/21/25	Stamps Add Funds	\$10.00
09/21/25	Microsoft-G114488440	\$148.00
09/26/25	Quill Corporation	\$174.95
09/26/25	Amazon Mktpl Zn09x87j3	\$7.99
09/28/25	The Home Depot #0224	\$119.00
09/30/25	Zoom.Com 888-799-9666	\$16.99
10/01/25	Sq Csx Cloud	\$50.00
10/02/25	Amazon Mktpl Nj86q4v72	\$89.99
10/02/25	Google Gsuite Scrwwtp.	\$184.80
10/03/25	Cintas Corp	\$134.14
10/03/25	Grainger	\$265.18
10/05/25	Ups 1zy58w910394768329	\$21.57
10/06/25	Amazon Mktpl Nv0zj2tg2	\$159.49
10/07/25	Grainger	\$346.56
10/07/25	Amazon Mktpl Nv0ch59c1	\$230.07
10/08/25	Amazon Mktpl Nv2ly7vn2	\$183.34
10/10/25	Amazon Mktpl Nf8c72dm0	\$23.15
10/12/25	Zoro Tools Inc	\$192.59
10/12/25	Stamps.Com	\$37.00
10/14/25	Microsoft-G119008925	\$6.30
10/14/25	Stamps.Com	\$30.99
10/15/25	Amazon Mktplace Pmts	(\$7.67)
	Total USD	\$2,787.85

Timothy Fox		
Posting Date	Supplier	Amount
09/16/25	Cpi Environmentalexprs	\$555.33
09/24/25	Tfs Fishersci Ecom Atl	\$48.87
09/25/25	Hardy Diagnostics	\$1,122.53
10/02/25	Hardy Diagnostics	\$61.36
10/12/25	Tfs Fishersci Ecom Atl	\$137.62
	Total USD	\$1,925.71
Total Purchases 09/16/25 - 10/15/25		\$6,968.50

Truist - Mastercard Purchases

Period 10/16/2025 to 11/15/2025

Edward Soper		
Posting Date	Supplier	Amount
10/16/25	Radwell International	\$221.47
10/23/25	Ebay O 16-13725-49159	\$29.16
10/23/25	Ebay O 16-13725-49162	\$35.58
10/23/25	Amazon Mktpl Nu4l35sl1	\$67.79
10/23/25	Ebay O 16-13725-49161	\$130.00
10/23/25	Ebay O 16-13725-49158	\$226.06
10/23/25	Grainger	\$360.63
10/23/25	Amazon Mktpl Nu76o3di1	\$640.00
10/23/25	Ebay O 16-13725-49160	\$683.96
10/23/25	Amazon Mktpl Nu3cm9i91	\$48.53
10/24/25	Amazon Mktpl Nu8az9ji2	\$137.97
10/24/25	Plchardware.Com	\$1,749.35
10/26/25	Plchardware.Com	(\$104.93)
10/31/25	Air Ref Co Inc	\$326.00
10/31/25	Air Ref Co Inc	\$362.50
11/02/25	Zoro Tools Inc	\$150.73
11/02/25	Plchardware.Com	\$1,539.05
11/06/25	Amazon Mktpl Bt3az9401	\$35.64
11/06/25	Sp Indust Automation	\$1,490.00
11/07/25	Do/Mro/Pdf/Trw Supply	\$3,137.00
11/09/25	Air Ref Co Inc	\$590.00
11/09/25	North Coast Electric	\$260.81
11/09/25	Alpine Home Air Produc	\$2,085.43
11/11/25	Alpine Home Air Produc	(\$136.43)
11/13/25	Ebay O 06-13831-07544	\$51.40
11/14/25	Amazon Mktpl B85cr3oy2	\$43.72
11/14/25	Ebay O 09-13830-18991	\$195.72
11/14/25	Ebay O 09-13830-18990	\$510.00
Total USD		\$14,867.14

Olha Insabella		
Posting Date	Supplier	Amount
10/16/25	Hxc Hosting Llc	\$11.99
10/21/25	Microsoft-G119935511	\$148.00
10/28/25	Stamps.Com	\$50.00
10/30/25	Amazon.Com Nk4nb4lo0	\$14.25
10/30/25	Zoom.Com 888-799-9666	\$16.99
10/31/25	Sq Csx Cloud	\$50.00
11/02/25	Ups Billing Center	\$29.87
11/02/25	Google Workspace_scrw	\$17.88
11/04/25	Cintas Corp	\$144.76
11/04/25	Zoro Tools Inc	\$899.55
11/14/25	Radwell International	\$156.52
11/14/25	Microsoft-G124372534	\$6.30
11/14/25	Stamps.Com	\$30.99
Total USD		\$1,577.10

Timothy Fox		
Posting Date	Supplier	Amount
10/16/25	Hardy Diagnostics	\$197.52
10/16/25	Tfs Fishersci Ecom Atl	\$440.13
10/21/25	Cpi Environmentalexprs	\$1,777.50
10/22/25	Cpi Environmentalexprs	\$883.37
10/26/25	Tfs Fishersci Ecom Atl	\$278.64
10/28/25	Air-Eze Scientific Ser	\$1,500.00
10/29/25	Mettler Toledo Llc	\$1,008.68
10/30/25	Tfs Fishersci Ecom Atl	\$80.15
11/04/25	Hardy Diagnostics	\$57.93
11/06/25	Tfs Fishersci Ecom Atl	\$70.59
11/12/25	Cpi Environmentalexprs	\$518.86
Total USD		\$6,813.37

Total Purchases 10/16/25 - 11/15/25 \$23,257.61

Truist - Mastercard Purchases
Period 11/16/2025 to 12/15/2025

Edward Soper		
Posting Date	Supplier	Amount
11/16/25	Flags.Com	\$47.90
11/16/25	Flags.Com	\$229.00
11/16/25	Grainger	\$26.44
11/16/25	McMaster-Carr	\$34.21
11/16/25	Amazon Mktplace Pmts	(\$282.19)
11/16/25	Sp Hosewarehouse.Com	\$341.30
11/16/25	Ebay O 02-13845-27007	\$727.58
11/16/25	Ebay O 02-13845-27006	\$1,200.00
11/19/25	Ebay O 16-13842-64444	\$41.96
11/19/25	Ebay O 16-13842-64442	\$82.76
11/19/25	Ebay O 16-13842-64443	\$83.56
11/19/25	Ebay O 22-13834-42269	\$88.59
11/19/25	Amazon Mktpl B04sn0t41	\$111.45
11/19/25	Ebay O 16-13842-64441	\$111.71
11/19/25	Ebay O 24-13846-53042	\$135.24
11/19/25	Amazon Mark B08ok41o1	\$68.17
11/20/25	Instrumart	\$2,374.30
11/21/25	Amazon Mark B05s535l2	\$41.10
11/21/25	Amazon Mark B01iv1q11	\$54.00
11/21/25	Ebay O 15-13852-42153	\$197.95
11/21/25	Sp Indust Automation	\$1,795.00
11/21/25	Pichardware.Com	\$2,372.99
11/21/25	Gih Globalindustrialeq	\$847.97
11/23/25	Radwell International	\$101.32
11/24/25	Amazon Mark B00311ws0	\$40.45
11/24/25	Zoro Tools Inc	\$752.36
11/25/25	Amazon Mktpl B20238p82	\$128.00
11/26/25	Amazon Mark B20rj6b71	\$33.94
11/26/25	Gih Globalindustrialeq	\$382.91
12/02/25	Amazon Mark Bb8v14sp1	\$15.63
12/03/25	Petroleum Service Comp	\$506.69

12/04/25	Amazon Mark Bi4pe0gm2	\$19.98
12/04/25	Amazon Mktpl Bi0ox21x2	\$211.02
12/04/25	Amazon Mark Bi9sx6x52	\$415.97
12/05/25	Amazon Mark Bi9na7a1	\$23.98
12/07/25	Amazon Mktpl Bi4zj1u02	\$64.01
12/07/25	Gih Globalindustrialeq	\$320.51
12/08/25	Amazon Mark Bi6mk0wn1	\$9.99
12/08/25	Amazon Mark Bi9yf9w81	\$33.98
12/09/25	Amazon Mark Bw1gz7cy0	\$98.99
12/10/25	The Plumbing Experts M	\$243.00
12/10/25	The Plumbing Experts M	\$263.00
12/11/25	Amazon Mktpl 407io4lz3	\$1,588.99
12/12/25	Amazon Mark Kc9jp3923	\$20.98
12/12/25	Amazon Mktpl Ka71s0hk3	\$471.94
12/14/25	Sp Sunco Lighting	\$319.98
12/14/25	Sq Palm Beach Lift Tr	\$2,750.00
12/15/25	Amazon Reta 7s18153h3	\$51.26
12/15/25	Amazon Mark Lz74h5703	\$185.76
Total USD		\$19,785.63

Olha Insabella		
Posting Date	Supplier	Amount
11/16/25	Hxc Hosting Llc	\$11.99
11/19/25	Publix #388	\$12.36
11/19/25	Publix #388	\$12.48
11/20/25	Publix #1274	\$9.44
11/20/25	Publix #1274	\$9.67
11/20/25	Publix #1576	\$12.74
11/20/25	Publix #1576	\$13.61
11/20/25	Windmill Sprinkler Del	\$147.30
11/21/25	Microsoft-G125366565	\$148.00
11/23/25	Publix #388	\$14.27
11/23/25	Ups Billing Center	\$26.02
11/23/25	H2solutions	\$36.00
11/25/25	Publix #388	\$13.32
11/25/25	Ups Billing Center	\$38.06

11/27/25	Stamps Add Funds	\$50.00
12/01/25	Sq Csx Cloud	\$50.00
12/02/25	Zoom.Com 888-799-9666	\$16.99
12/02/25	Pass Training	\$95.00
12/04/25	Amazon Mark Bi4zx1x02	\$58.88
12/07/25	Ups Billing Center	\$3.85
12/07/25	Stamps Add Funds	\$50.00
12/07/25	Uber Hopcaskba	\$56.50
Total USD		\$886.48

Timothy Fox		
Posting Date	Supplier	Amount
11/20/25	Cpi Environmentalexprs	\$499.06
12/03/25	Hardy Diagnostics	\$73.82
12/04/25	Advanced Analytical So	\$188.84
12/14/25	Tfs Fishersci Ecom Atl	\$158.95
Total USD		\$920.67

Total Purchases 10/16/25 - 11/15/25 \$21,592.78



January 14, 2026

Mr. Doug Levine
South Central Regional Wastewater Treatment Plant Improvement District
1801 North Congress Avenue
Delray Beach, FL 33401

Re: **PROPOSAL TO SUPPLY BULK SODIUM HYDROXIDE TO THE SOUTH CENTRAL REGIONAL WWTP FOR FY 2026 and BEYOND**

Encl: (1) St. Johns County Piggyback Package

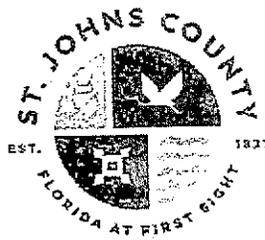
Dear Doug,

As you know, the South Central Regional Wastewater Treatment Plant (WWTP) has been "piggybacking" the St. Johns County 50% sodium hydroxide (a.k.a. caustic) bid for the past year which expires on January 23, 2026. This bid was recently renewed for another year with a new expiration date of January 23, 2027. As such, Odyssey Manufacturing Co. agrees to continue to permit the South Central Regional WWTP to "piggyback" off of the St. Johns County 50% caustic bid at the new unit pricing of \$2.79 per gallon (\$.03 per gallon increase) effective January 24, 2026 through January 23, 2027. This price is fixed to the South Central Regional Wastewater Treatment Plant (WWTP) and there are no fuel surcharges, delivery fees or other hidden charges. I have attached the supporting documentation including the original bid package, Odyssey's bid and the award letter and the renewal letters. Joanie Chiarelli is the point of contact with St. Johns County @ 904-209-0166. This proposal to piggyback is made with the understanding that Odyssey Manufacturing would supply all of the South Central Regional WWTP's bulk sodium hydroxide needs.

As you know, there are no caustic manufacturers in Florida. Odyssey has the only caustic terminal in southeast Florida which is located at our Lantana location where we bring in caustic railcars and have on-site storage for up to four railcars. Thank you for your consideration. We look forward to the opportunity to serve your sodium hypochlorite and sodium hydroxide needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

Patrick H. Allman
General Manager



CONTRACT AMENDMENT NO: 05

Bid No: 22-03 Purchase of Water/Wastewater Treatment Chemicals
Master Contract No: 22-MCC-ODY-15604
Original Contract Date: January 25, 2022

CONTRACTOR: Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

DATE: January 06, 2026

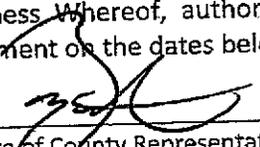
Contract Amendment No: 05 is hereby issued to amend the above referenced Master Contract as follows:

1. Contract **Renewal Option 3 of 3** is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) calendar year from January 24, 2026, through and until 11:59pm Eastern Standard Time (EST) on January 23, 2027.
3. The unit pricing set forth in the Contract is hereby increased, effective January 24, 2026, as detailed below:
 - Sodium Hydroxide increased from two dollars seventy-six cents (\$2.76) to two dollars and seventy-nine cents (\$2.79) per gallon;
 - Sodium Bisulfite increased from two dollars and sixty-seven cents (\$2.67) to two dollars and eighty-three cents (\$2.83) per gallon;
 - Sodium Hypochlorite (bulk) from one dollar fifty-one cents (\$1.51) to one dollar and fifty-nine cents (\$1.59) per gallon.

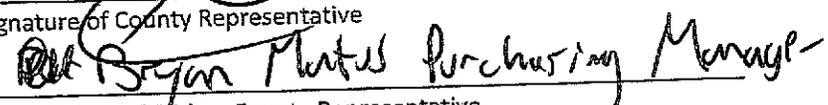
St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated January 24, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

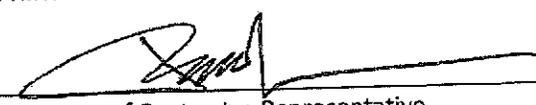


Signature of County Representative



Printed Name & Title – County Representative

1/6/26
Date



Signature of Contractor Representative

PATRICK H. ALLMAN, GENERAL MANAGER

Printed Name & Title

6 JAN 2026
Date

End of Amendment No: 05



ODYSSEY
MANUFACTURING CO.

December 2, 2025

Ms. Leanne Cribbs
Procurement Coordinator
St. Johns County BOCC
Purchasing Office
500 San Sebastian View
St Augustine, FL 32804

Re: **ST JOHNS COUNTY BID NO. 22-03/MASTER CONTRACT NO. 22-MCC-ODY-15604: SODIUM HYPOCHLORITE/SODIUM BISULFITE/SODIUM HYDROXIDE SUPPLY**

Encl: (1) Southern Ionics Price Increase Notice

Dear Ms. Daniels,

As you know, Odyssey Manufacturing Co. is supplying St. Johns County its 12.5 Trade Percent sodium hypochlorite, its 38% sodium bisulfite and its 50% sodium hydroxide under St. Johns County Bid No. 22-03/Master Contract No. 22-MCC-ODY-15604. This contract was bid in November of 2022 and expires January 23, 2026. The contract has one more one-year renewal remaining. Odyssey agrees to renew these contracts for another year through January 23, 2027, with the following price increases:

- Sodium Hydroxide from \$2.76 to \$2.79 per gallon (1.0%)
- Sodium Bisulfite from \$2.67 to \$2.83 per gallon (6.0%)
- Sodium Hypochlorite from \$1.505 to \$1.59 per gallon (5.6%)

Our sodium hydroxide costs have remained flat this past year, but our transportation costs continue to escalate with higher driver's wages, significantly increased insurance costs and significantly higher pricing on tractors and tankers (cost have doubled in past five years). The 1% requested increase is simply to cover the higher transportation costs.

No one manufactures sodium bisulfite in Florida. We are the Florida distributor for Southern Ionics and we bring in the product by rail. Southern Ionics recently increased our sodium bisulfite costs by 6.2% (see Enclosure (1)). The 6% requested increase is to cover the increase from our supplier.

With respect to sodium hypochlorite, our production costs have continued to go up this past year. Our salt contract escalates at 3% per year. Our electricity cost went up over 12% earlier this year (our electric bill is over \$350,000 per month) and more rate hikes are on the way. Our wages have increased 4.5% and projected to continue to increase at this amount, which in this tight labor market, is necessary to keep plant operators and tanker drivers. Unfortunately, our insurance premiums for liability insurance increased over \$700,000 with the recent renewals. This alone represents the equivalent of just over a \$.01 per gallon cost increase. Transportation costs continue to escalate as we have to continue to add drivers each year to deliver the same number of gallons because of the transportation gridlock around Florida. Each driver with its equipment, fuel, salary and benefits add about \$250,000 to our costs each year and last year we had to add three additional drivers to deliver

MANUFACTURERS OF **ULTRACHLOR** Page 1 of 1 (800) ODYSSEY
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basically the same volume of chemicals. There is also a bleach manufacturing shortage in the State of Florida which is keeping prices up. Odyssey (and other State of Florida suppliers) are having to import bleach into the State of Florida to make up this shortfall, putting further upward pressure on pricing. We are in the middle of a major plant expansion to solve this problem, but the new facility will not be up and running until the Fall of 2027. I have also attached a summary of all of the bleach bids in Florida in the past 12 months so you can see the proposed increase is very reasonable.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
8/5/2024	Hernando County – Bulk Deliveries	354,500	\$1.89	\$1.75
8/7/2024	Seacoast Utilities	250,000	\$1.68	No Bid
8/13/2024	City of St. Augustine	260,000	\$1.84	\$1.60
8/14/2024	Charlotte County	586,000	\$1.67	No Bid
8/28/2024	New Smyrna Beach WTP/WWTP	425,000	\$1.89	\$1.55
10/17/2024	Tampa Bay Water	10,760,868	\$1.85	\$1.45
11/20/2024	City of Tallahassee	906,000	\$1.94	\$1.73
2/21/2025	Volusia County	270,000	\$1.67	No Bid
3/11/2025	Peace River Manasota	750,000	\$1.64	\$1.82
4/1/2025	City of Tarpon Springs	150,000	\$1.97	\$1.63
4/22/2025	City of Cape Coral	1,372,000	\$1.96	\$1.58
5/15/2025	City of Palm Coast	580,000	\$1.74	\$1.89
6/10/2025	Town of Jupiter WTP	310,000	\$1.66	\$1.78
6/10/2025	Town of Jupiter Pump Station	4,000	\$2.25	\$2.95
6/12/2025	Emerald Coast Utilities	500,000	\$1.72	\$1.95
6/17/2025	The Villages	600,000	\$2.08	\$1.84
7/1/2025	City of Palm Bay (Treatment Plants)	328,000	\$1.72	\$1.90
7/1/2025	City of Palm Bay (Booster Stations)	14,400	\$1.99	\$2.50
7/23/2025	Okeechobee County	30,000	No Bid	\$1.95
8/4/2025	South Martin County Regional Utilities	185,000	No Bid	\$1.73
8/5/2025	Marion County	290,000	\$1.86(*)	\$1.84
8/14/25	City of Sanibel	100,000	\$1.79	\$1.92
9/5/25	City of Fort Lauderdale (Broward Coop) F	11,730,000	\$1.66	\$1.82
9/5/25	City of Fort Lauderdale (Broward Coop) P	417,000	\$1.76	\$1.98
9/23/25	City of Melbourne (WTP)	425,000	\$1.71	\$1.80
9/23/25	City of Melbourne (Booster Stations)	75,000	\$1.83	\$2.00

Thank you for your consideration. We value our supplier relationship with the St. Johns County both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Pat', with a long horizontal flourish extending to the right.

Patrick H. Allman
General Manager

Patrick Allman

From: Dave Wheeler <dwheeler@southernionics.com>
Sent: Wednesday, December 3, 2025 4:35 PM
To: Patrick Allman
Subject: RE: Southern Ionics SBS price adjustment

Pat

Due to continued increase in the cost of Sulfur we must make adjustments to the pricing of the Sodium Bisulfite.

The price will be adjusted by 6.5% for deliveries into your *Tampa, FL* facility.

The new price will take effect on January 1st, 2026.

For reference sulfur pricing typically follows the published Green Market Tampa Index.

Q4 2024 the published Tampa sulfur index was \$116 per dst

Q4 2025 the published Tampa sulfur index was \$310 per dst

Current spot trading is pushing \$400 per dst. Pricing is expected to remain high for 2026 due to increased demand with a reduction in supply.

Please feel free to reach out if you have any additional questions.



David Wheeler
Product Manager – Sulfur Chemicals at
Southern Ionics Inc.

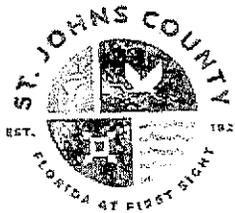
Mobile: 240-267-9161

Email: dwheeler@southernionics.com

10319 Grumbacker Lane
Williamsport, MD 21795

www.southernionics.com





CONTRACT AMENDMENT NO: 04

Bid No: 22-03 Purchase of Water/Wastewater Treatment Chemicals
Master Contract No: 22-MCC-ODY-15604
Original Contract Date: January 25, 2022

CONTRACTOR: Odyssey Manufacturing Company
1484 Massaro Blvd.
Tampa, FL 33619

DATE: October 31, 2024

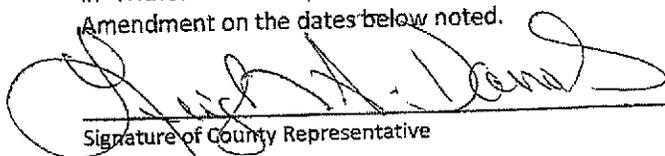
Contract Amendment No: 04 is hereby issued to amend the above referenced Master Contract as follows:

1. **Contract Renewal Option 2 of 3** is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) calendar year from January 24, 2025, through and until 11:59pm Eastern Daylight-Saving Time (EST) on January 23, 2026.
3. The Contract Unit Pricing is hereby increased for Sodium Hypochlorite (bulk) Six percent (6.0%) to one dollar and fifty zero five cents (\$1.505) per gallon, Sodium Hydroxide increased three-point five percent (3.5%) to two dollar and seventy-six cents (\$2.76) per gallon and Sodium Bisulfite three point five per cent (3.5%) to two dollar and sixty-seven cents (\$2.67) per gallon. Prices are effective January 24, 2025.

St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated January 24, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

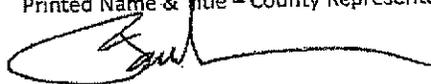


Signature of County Representative

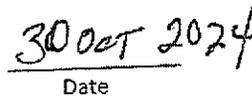


Date

Leigh A. Daniels, CPPB, Purchasing Manager
Printed Name & Title - County Representative



Signature of Contractor Representative



Date

Patrick H. Allman, General Manager
Printed Name & Title

ST JOHNS COUNTY

End of Amendment No: 04

NOV 04 2024



ODYSSEY
MANUFACTURING CO.

October 18, 2024

Ms. Leigh A. Daniels, CPPB
Purchasing Manager
St. Johns County BOCC
Purchasing Office
500 San Sebastian View
St Augustine, FL 32804

Re: **ST JOHNS COUNTY BID NO. 22-03/MASTER CONTRACT NO. 22-MCC-ODY-15604: SODIUM HYPOCHLORITE/SODIUM BISULFITE/SODIUM HYDROXIDE SUPPLY**

Encl: (1) Consumer Price Index, on-Seasonally Adjusted, Urban South Atlantic, All Categories)

Dear Ms. Daniels,

As you know, Odyssey Manufacturing Co. is supplying St. Johns County its 12.5 Trade Percent sodium hypochlorite, its 38% sodium bisulfite and its 50% sodium hydroxide under St. Johns County Bid No. 22-03/Master Contract No. 22-MCC-ODY-15604. This contract was bid in November of 2022 and expires January 23, 2025. The contract has two more one-year renewals remaining. Odyssey agrees to renew these contracts for another year through January 23, 2026, with the following price increases:

- Sodium Hydroxide from \$2.67 to \$2.76 per gallon (3.5%)
- Sodium Bisulfite from \$2.58 to \$2.67 per gallon (3.5%)
- Sodium Hypochlorite from \$1.42 to \$1.505 per gallon (6.0%)

As you know, after several years of extremely high inflation, we have been in a period of relatively stable inflation over the past year in the vicinity of 3%. Enclosure (1) shows a snapshot of the past twelve months where the Consumer Price Index (CPI) has gone up 2.5%. In addition, to the normal CPI increases from being in business, our costs have gone up at a higher rate because of four major increases: (1) Because of the extreme shortage of workers who want to either drive tankers or work in a manufacturing plant, we have had to raise our wages 5% over the past year; (2) Our medical insurance benefits to our employees have gone up over \$0.5 million in the past year; (3) Our liability insurance has gone up almost \$1.0 million during the past year (which works out to just under \$.02 per gallon increase all by itself); and (4) Our property insurance has gone up by \$0.5 million in the past year for all of our facilities. As such, we are asking for a 3.5% increase for the sodium hydroxide and sodium bisulfite. Because we purchase 30% of the sodium hypochlorite we sell, we have a long-term purchase agreement from Olin Corporation that lags the market and is going up significantly on October 1st, hence the reason for the larger increase request for this product.

The fact that St. Johns County benefitted from Odyssey's long-term contracts which kept its costs below the market pricing is reflected in the pricing shown in the below table which represents all of the bids in the State of Florida for sodium hypochlorite for the past twelve months. As you can see, the proposed increase is very reasonable in light of these bids and would still make St. Johns County one of the lowest priced utilities in Florida.

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Bid Date	Utility	Annual Gallons	Allied	Odyssey
7/31/2023	City of Ormond Beach	320,000	\$1.95	\$1.69
8/9/2023	Martin County	800,000	\$1.45	\$2.05
8/16/2023	Charlotte County	606,000	\$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	\$1.69
9/11/2023	City of Lake Wales	109,000	\$1.95	\$1.70
9/27/2023	City of Lakeland	105,000	\$1.69	\$1.76
10/4/2023	Seminole County	1,794,000	\$1.68	\$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641,648	\$2.10	\$1.53
12/18/2023	Hillsborough County	10,724,040	\$1.43	\$1.89
12/18/2023	City of Tampa	1,700,000	\$1.49	\$1.42
3/12/2024	Peace River Manasota	750,000	\$1.56	\$1.65
4/17/2024	Lee County	1,445,000	\$1.49	\$1.76
6/24/2024	Fort Pierce Utility Authority (FPUA)	425,000	\$1.49	\$1.70
6/25/2024	Town of Jupiter WTP	310,000	\$3.25	\$1.74
6/25/2024	Town of Jupiter Pump Station	4,000	\$3.25	\$2.95
7/10/2024	City of Lake Worth Beach-Full Truck	265,000	\$1.59	\$1.70
7/10/2024	City of Lake Worth Beach-Partial Truck	30,000	\$1.69	\$1.95
7/11/2024	City of Oviedo WTP/WWTP	527,000	\$1.61	\$1.70
7/11/2024	City of Oviedo Pools	17,000	\$1.74	\$2.55
7/11/2024	City of St. Petersburg	2,000,000	\$1.70	\$1.45
7/17/2024	The Villages	600,000	\$2.18(*)	\$2.40(*)
7/22/24	Pasco County - Bulk Deliveries	2,314,800	\$1.58	\$1.85
8/5/2024	Hernando County - Bulk Deliveries	354,500	\$1.89	\$1.75
8/7/2024	Seacoast Utilities	250,000	\$1.68	No Bid
8/13/2024	City of St. Augustine	260,000	\$1.84	\$1.60
8/14/24	Charlotte County	586,000	\$1.67	No Bid
8/28/24	New Smyrna Beach WTP/WWTP	425,000	\$1.89	\$1.55

* Bid by Proxy

Thank you for your consideration. We value our supplier relationship with the St. Johns County both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 03

Bid No: 22-03 Purchase of Water/Wastewater Treatment Chemicals
Master Contract No: 22-MCC-ODY-15604
Original Contract Date: January 25, 2022

CONTRACTOR: Odyssey Manufacturing Company
1484 Massaro Blvd.,
Tampa, FL 33619

DATE: December 4, 2023

Contract Amendment No: 03 is hereby issued to amend the above referenced Master Contract as follows:

- 1. Contract Renewal Option 1 of 3 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended for a period of one (1) calendar year from January 24, 2024 through and until 11:59pm Eastern Daylight-Saving Time (EST) on January 23, 2025.
3. The Contract Unit Pricing is hereby increased for Sodium Hypochlorite (bulk) thirty-five point two percent (35.2%) to one dollar and forty-two cents (\$1.42) per gallon, Sodium Hydroxide increased two point seven percent (2.7%) to two dollar and sixty-seven cents (\$2.67) per gallon and Sodium Bisulfite two point eight per cent (2.8%) to two dollar and fifty-eight cents per gallon. Prices are effective January 24, 2024.

St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated January 24, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

[Signature]
Signature of County Representative

1/22/24
Date

Leigh A. Daniels, CPPB, Purchasing Manager
Printed Name & Title - County Representative

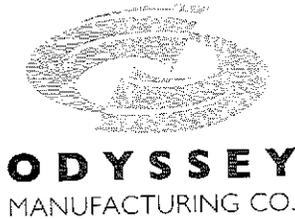
[Signature]
Signature of Contractor Representative

1-22-2024
Date

Patrice H. Allmon, General Manager
Printed Name & Title

ST. JOHNS COUNTY
JAN 7 2024
PURCHASING

End of Amendment No: 03



November 24, 2023

Ms. Leigh A. Daniels, CPPB
Purchasing Manager
St. Johns County BOCC
Purchasing Office
500 San Sebastian View
St Augustine, FL 32804

Re: **ST JOHNS COUNTY BID NO. 22-03/MASTER CONTRACT NO. 22-MCC-ODY-15604: SODIUM HYPOCHLORITE SUPPLY**

Dear Ms. Daniels,

As you know, Odyssey Manufacturing Co. is supplying St. Johns County its 12.5 Trade Percent sodium hypochlorite under St. Johns County Bid No. 22-03/Master Contract No. 22-MCC-ODY-15604. This contract was bid in November of 2022 and expires January 23, 2024. The contract has three more one-year renewals remaining. Odyssey agrees to renew these contracts for another year through January 23, 2025, with the following price increases:

- Sodium Hydroxide from \$2.60 to \$2.67 per gallon (2.7%)
- Sodium Bisulfite from \$2.51 to \$2.58 per gallon (2.8%)
- Sodium Hypochlorite from \$1.05 to \$1.42 per gallon (35.2%)

As you know, we have been in a period of extremely high inflation over the past three years in this country. Our sodium hypochlorite pricing to St. Johns County has not kept up with the industry cost increases because of existing contracts that recently expired, while our sodium bisulfite and sodium hydroxide costs have mirrored industry costs. This is the reason for the significant percentage difference in the sodium hypochlorite as opposed to the sodium bisulfite and sodium hydroxide.

Over the past twelve months, our labor costs have increased 4.5%, which were necessary to retain employees in this tight labor market and basically just matched the Consumer Price Index for inflation. Our biggest cost increases in the past year have been from property and liability insurance, which between them have increased by over \$1 million per year. Despite no claims, our worker's compensation insurance is doubling in January 2024 because "the chemical industry is too high a risk and they want a surcharge to insure you" which is what I was told by our broker. Hence, the cost increases for sodium bisulfite and sodium hydroxide will make us whole on our labor and insurance cost increases.

The fact that St. Johns County benefitted from Odyssey's long-term contracts which kept its costs below the market pricing is reflected in the pricing shown in the below table which represents all of the bids in the State of Florida for sodium hypochlorite for the past twelve months. Unfortunately, our major supply contracts all increased over 40% on October 1, 2023. As you can see, the proposed increase is very reasonable in light of these bids and would still make St. Johns County one of the lowest priced utilities in Florida.

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

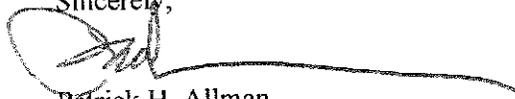
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Bid Date	Utility	Annual Gallons	Allied	Odyssey
10/26/22	City of Lakeland	90,000	\$1.57	\$1.58
10/27/22	Pinellas County	1,481,223	\$1.45	No Bid
11/18/2022	City of Wildwood	115,000	\$1.57	\$2.56 (H)
11/22/2023	City of Winter Haven	714,777	\$1.55	No Bid
12/8/2022	City of Clearwater	957,000	\$1.67	\$1.28
1/10/2023	City of Tallahassee	625,000	\$1.60	\$1.59
1/25/2023	City of Edgewater	240,000	\$1.73	\$1.49
3/6/2023	Peace River Manasota	750,000	\$1.43	\$1.69
6/2/2023	City of New Port Richey	320,000	\$1.44	\$1.85
6/15/2023	Okeechobee County	30,000	No Bid	\$1.80
6/27/2023	Town of Jupiter WTP	314,000	\$1.44	\$1.85
6/27/2023	Town of Jupiter Booster Station	4,000	\$1.54	\$3.50
7/6/2023	City of Fort Lauderdale - Full Tankers	9,214,000	\$1.47	\$2.25
7/6/2023	City of Fort Lauderdale - Partial Tankers	356,000	\$1.57	\$2.45
7/10/2023	City of Ocala	325,000	\$1.90	\$1.75
7/24/2023	South Martin Regional	185,000	No Bid	\$1.65
7/26/2023	The Villages	700,000	No Bid	\$1.85 (*)
7/27/2023	Palm Beach County – Full Tanker	4,785,000	\$1.44	\$1.98
7/27/2023	Palm Beach County – Partial Tanker	35,500	\$1.54	\$2.10
7/31/2023	City of Ormond Beach	320,000	\$1.95	\$1.69
8/9/2023	Martin County	800,000	\$1.45	\$2.05
8/16/23	Charlotte County	606,000	\$1.53	No Bid
8/25/2023	City of Port St. Joe	62,000	No Bid	\$1.69
9/11/2023	City of Lake Wales	109,000	\$1.95	\$1.70
9/19/2023	City of Tampa	1,700,000	\$1.49	\$1.39
9/27/2023	City of Lakeland	105,000	\$1.69	\$1.76
10/4/2023	Seminole County	1,794,000	\$1.68	\$1.95
11/9/2023	Central Florida Tourism Oversight Dist.	641,648	\$2.10	\$1.53

* Odyssey's Distributor

Thank you for your consideration. We value our supplier relationship with the St. Johns County both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 02

Bid No: 22-03 Purchase of Water/Wastewater Treatment Chemicals
Master Contract No: 22-MCC-ODY-15604
Original Contract Date: January 25, 2022

CONTRACTOR: Odyssey Manufacturing Company
1484 Massaro Blvd.,
Tampa, FL 33619

DATE: November 14, 2022

Contract Amendment No: 02 is hereby issued to amend the above referenced Master Contract as follows:

- 1. The Unit Price provided in the Master Contract for Sodium Hypochlorite (bulk) is hereby increased by point two two five (.225) cents per gallon to the new Unit Price of one dollar and five cents (\$1.05) per gallon due to unprecedented inflation described in the Contractor's memo dated November 8, 2022 attached hereto and incorporated herein.
2. The revised Unit Price shall become effective as of January 24, 2023, and shall remain in effect for the duration of the contract unless otherwise amended in accordance with the Master Contract.
3. No other price increases are granted for this amendment.

St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated January 24, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative

Leigh A. Daniels, CPPB, Purchasing Manager
Printed Name & Title - County Representative

Signature of Contractor Representative

Patrick H. Allman, General Manager
Printed Name & Title

Date

Date

End of Amendment No: 02

ST. JOHNS COUNTY
NOV 21 2022
PURCHASING



November 8, 2022

Ms. Leigh A. Daniels, CPPB
 Purchasing Manager
 St. Johns County BOCC
 Purchasing Office
 500 San Sebastian View
 St Augustine, FL 32804

Re: **ST JOHNS COUNTY BID NO. 22-03/MASTER CONTRACT NO. 22-MCC-ODY-15604: SODIUM HYPOCHLORITE SUPPLY**

Encl: (1) Producer Price Index – PCU325180325180S

Dear Ms. Daniels,

As you know, Odyssey Manufacturing Co. is supplying St. Johns County its 12.5 Trade Percent sodium hypochlorite under St. Johns County Bid No. 22-03/Master Contract No. 22-MCC-ODY-15604. This contract was bid in November of this past year and expires January 23, 2024. World events have conspired in the past year such that we are in a period of unprecedented inflation and uncertainty with regard to supplies of every product and in particular chemicals. Based on cost increases we have received over the past year, none of which we could have reasonably anticipated, we are requesting a one-time price increase on the sodium hypochlorite of \$.225 per gallon on the contract anniversary date effective January 24, 2023 on all amounts of sodium hypochlorite that we would deliver under this contract. This would raise the pricing from \$.825 to \$1.05 per gallon. Without this price increase, we will be losing a significant amount money on each delivery.

As you are aware, we are in a period of unprecedented inflation in this county. In particular, the chemical costs have increased dramatically in the past two years. The Producer Price Index (PPI) that incorporates sodium hypochlorite has increased by 130% in the past twenty-four months and 34.8% in the past twelve months. The proposed increase to St. Johns County's pricing would raise the pricing by 27.2% which is less than this index. Additionally, I have enclosed a summary of all of the sodium hypochlorite bids in the State of Florida over the past six months. As you can see, the proposed pricing of \$1.05 per gallon is very reasonable.

Bid Date	Utility	Annual Gallons	Allied	Odyssey
4/18/2022	Sarasota County	1,430,000	\$1.07	\$1.02
4/18/2022	Sarasota County (Em. Deliveries)	72,000	\$1.12	\$1.02
4/27/2022	Collier County Aquatic Facilities	109,500	No Bid	\$1.25
6/8/2022	Okeechobee Sports Complex	30,000	No Bid	\$1.45
6/10/2022	City of New Port Richey	320,000	\$.988	\$1.45
6/16/2022	City of Palm Coast	550,000	\$.984	No Bid
6/23/2022	Emerald Coast Utilities	500,000	\$1.16	\$1.40

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7/14/2022	Town of Jupiter (>4,000 gallons)	328,000	\$1.01	\$1.70
7/14/2022	Town of Jupiter (Small Trucks)	Unknown	\$1.15	\$3.75
7/19/2022	City of Cocoa	625,000	\$1.018	No Bid
7/26/2022	City of Naples	540,000	\$1.04	No Bid
8/10/2022	Charlotte County	606,000	\$1.07	\$1.65
8/11/2022	City of West Palm Beach – Water	500,000	\$1.42	\$1.20
8/11/2022	City of West Palm Beach – ECR	785,000	\$1.42	\$1.20
8/11/2022	City of Sanibel – Year 1	94,000	\$1.08	\$1.20
8/11/2022	City of Sanibel – Year 2	94,000	\$1.15	\$1.25
8/11/2022	City of Sanibel – Year 3	94,000	\$1.20	\$1.30
9/6/2022	Bay County	232,500	\$1.89	\$1.35
9/8/2022	City of Marco Island	404,405	\$1.34	\$1.55
9/9/2022	Seacoast Utility Authority	250,000	\$1.29	\$1.55
10/7/22	City of Plantation	262,000	\$1.328	\$1.67
10/26/22	City of Lakeland	90,000	\$1.57	\$1.58
10/27/22	Pinellas County	1,481,223	\$1.45	\$1.15

Thank you for your consideration. We value our supplier relationship with the St. Johns County both as a customer and business partner. We look forward to the opportunity to serve your sodium hypochlorite needs in the future. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.

Sincerely,



Patrick H. Allman
General Manager



Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 To: 2022

include graphs include annual averages

[More Formatting Options](#) →

Data extracted on: November 1, 2022 (1:43:03 PM)

PPI Industry Data

Series Id: PCU3251803251805
 Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted
 Industry: Other basic inorganic chemical manufacturing
 Product: Secondary products
 Base Date: 201012

Download: [Excel](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	99.8	102.7	102.7	102.7	102.7	102.7	102.4	102.3	102.3	102.3	102.4	102.4
2013	102.8	102.3	102.6	102.2	102.0	101.5	101.7	101.6	102.3	102.3	102.3	102.4
2016											109.3	109.7
2017	110.9	111.1	111.0	111.8	113.7	114.1	113.8	118.6	119.4	121.0	121.5	121.6
2018	123.3	123.8	123.9	123.6	127.6	127.6	131.5	131.5	131.5	131.5	128.3	128.3
2019	130.9	130.9	134.0	133.9	117.3	117.3	117.3	108.7	108.7	108.7	107.1	107.1
2020	109.4	109.4	109.4	109.4	109.4	109.4	108.2	107.7	107.7	144.0	156.0	156.0
2021	154.1	154.1	154.1	158.3	176.4	176.4	181.197	183.702	183.717	181.729	186.468	189.374
2022	187.089	193.115	204.050	228.850	228.533	223.787(P)	249.673(P)	247.773(P)				

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001
 Telephone: 1-202-691-5200 Telecommunications Relay Service: 7-1-1 www.bls.gov [Contact Us](#)

$$\frac{247.773 - 107.7}{107.7} = 130\% \quad (2 \text{ years})$$

$$\frac{247.773 - 183.702}{183.702} = 34.8\% \quad (1 \text{ year})$$



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT AMENDMENT NO: 01

Bid No: 22-03 Purchase of Water Wastewater Treatment Chemicals
Master Contract No: 22-MCC-ODY-15604
Original Contract Date: January 25, 2022

CONTRACTOR: Odyssey Manufacturing Company
1484 Massaro Blvd.,
Tampa, FL 33619

DATE: September 1, 2022

Contract Amendment No: 01 is hereby issued to amend the above referenced Master Contract as follows:

- 1. The Unit Price provided in the Master Contract for bisulfite liquid (bulk) is hereby increased by forty-six cents per gallon (\$0.46) to the new Unit Price of two dollars and fifty-one cents (\$2.51) per gallon due to additional cost described in the Contractor's memo dated August, 23, 2022 attached hereto and incorporated herein.
2. The revised Unit Price shall become effective as of October 1, 2022, and shall remain in effect for the duration of the contract unless otherwise amended in accordance with the Master Contract.
3. No other price increase are granted for this amendment.

St. Johns County shall compensate the Contractor based upon the terms as stated in the Master Contract dated January 25, 2022, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Contractor acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Contractor have executed this Amendment on the dates below noted.

Signature of County Representative

Date

Leigh A. Daniels, CPPB, Purchasing Manager
Printed Name & Title - County Representative

[Handwritten signature of Leigh A. Daniels]

7 SEPT 2022

Signature of Contractor Representative

Date

Patrick H. Allmon, General Manager
Printed Name & Title

[Handwritten signature of Patrick H. Allmon]

End of Amendment No: 01



ODYSSEY
MANUFACTURING CO.

August 23, 2022

Ms. Leigh A. Daniels, CPPB
Purchasing Manager
St. Johns County BOCC
Purchasing Office
500 San Sebastian View
St Augustine, FL 32804

Re: **ST JOHNS COUNTY BID NO. 22-03/MASTER CONTRACT NO. 22-MCC-ODY-15604**
SODIUM BISULFITE SUPPLY

Encl: (1) Southern Ionics letter from J. Huber to P. Allman dated April 4, 2022
(2) Southern Ionics letter from J. Huber to P. Allman dated August 23, 2022
(2) Producer Price Index – PCU325180325180S

Dear Ms. Daniels,

As you know, Odyssey Manufacturing Co. is supplying St. Johns County its 38% by weight sodium bisulfite under St. Johns County Bid No. 22-03/Master Contract No. 22-MCC-ODY-15604. This contract was bid in November of this past year and expires January 23, 2024. World events have conspired in the past nine months such that we are in a period of unprecedented inflation and uncertainty with regard to supplies of every product and in particular chemicals. Based on cost increases we have received over the past six months, none of which we could have reasonably anticipated, we are requesting a one-time price increase on the sodium bisulfite contract of \$.46 per gallon effective October 1, 2022 on all amounts of bisulfite that we would deliver under this contract. This would raise the pricing from \$2.05 to \$2.51 per gallon. Without this price increase, we will be losing a significant amount of money on each delivery.

As you know, there are no sodium bisulfite manufacturing facilities in Florida. Odyssey Manufacturing Co. is the exclusive Florida distributor of Southern Ionics who is the largest sodium bisulfite manufacturer in North America with over 70% of the market. We have a rail terminal and five storage tanks in Tampa less than an hour from Clearwater's facilities. Unlike other suppliers, we use our own employees and equipment to make deliveries. Thus, we have a much higher level of reliability and backing than other suppliers. We recently received a price increase of \$.30 per gallon effective May 1, 2022 (see Enclosure (1)). Yesterday, we received another price increase from Southern Ionics in the amount of \$.16 per gallon (see Enclosure (2)). These increases which amount to 22.4% are consistent with the Producer Price Index (PPI) which has gone up since January through July by 33.4%. Additionally, diesel fuel costs (our tankers get five miles per gallon) and labor rates for drivers (we have had three wage increases in the eight months to combat the CDL shortage) have significantly increased our delivery costs. Fuel and energy cost increases are directly attributable to the war in Ukraine which was not something we could have predicted.

Thank you for your consideration. As you know, we have provided St. Johns County superior service over the past twenty-two years providing the best chemicals in the marketplace and never missing a delivery. Additionally, we have provided extensive technical expertise and support with regard to your chemical systems at no charge. We have responded to numerous emergencies over the years. Please do

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not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance.
Thanks again for your business and continued support.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick H. Allman', with a long horizontal flourish extending to the right.

Patrick H. Allman
General Manager

C: (1) Christina Goodrich, WWTP Manager
(2) M. Flanigan, Assistant Utilities Director



SII

August 23, 2022

Mr. Pat Allman
Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Mr. Allman:

As we anticipated back in May, Southern Ionics Inc. production of Sodium Bisulfite Solution, 40% (SBS) continued to experience increases in costs the past several months.

As a result, the increases in alkali, diesel, and rail freight compel Southern Ionics to raise the price for SBS delivered in rail quantities to your site in Tampa, FL by \$0.0141 per wet pound (~ \$0.16/gallon) effective September 15th, 2022. I have attached specific data from indexes for commodities and actual cost increases used in SBS production.

Even with the rate of change moderating, we suggest you continue to be prepared for further price volatility.

Southern Ionics terms and conditions apply.

We appreciate the business you have placed with us. If there are any questions, please let me know.

Regards,

John D. Huber

John D. Huber
Southern Ionics Inc.
Business Manager, Sulfur Chemicals



References

MOLTEN SULFUR

April	2022 Green Market Tampa, FL	\$481.00 US\$/LT
July	2022 Green Market Tampa, FL	\$481.00 US\$/LT
	Increase	\$0.00 US\$/LT

CAUSTIC SODA

March	2022 IHS Contract Liq. Index (USGC-CSLi)	\$995.00 US\$/DST
July	2022 IHS Contract Liq. Index (USGC-CSLi)	\$1145.00 US\$/DST
	Increase	\$150.00 US\$/DST

DIESEL

March	2022 DOE US Average Diesel Fuel	\$5.10 gallon
July	2022 DOE US Average Diesel Fuel	\$5.48 gallon
	Increase	\$0.38 gallon

CSX RR Freight Increase 8.5%





SII

April 4, 2022

Mr. Pat Allman
Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

Mr. Allman:

Sodium Bisulfite Solution, 40% (SBS) pricing as you know has been stable for the past several years until last summer when Southern Ionics Inc. experienced large increases in costs.

As a result, the continued increases in alkali, sulfur, diesel, and manufacturing costs, Southern Ionics must raise your price for SBS delivered in rail quantities to your site in Tampa, FL by \$0.0272 per wet pound (~ \$0.30/gallon) effective May 1, 2022. I have attached specific data from indexes for commodities and actual cost increases used in SBS production.

We hope further price increases will moderate but suggest you continue to be prepared for further price volatility.

Southern Ionics terms and conditions apply.

We appreciate the business you have placed with us. If there are any questions, please let me know.

Regards,

John D. Huber

John D. Huber
Southern Ionics Inc.
Business Manager, Sulfur Chemicals



References

MOLTEN SULFUR

June	2021 Green Market Tampa, FL	\$192.00 US\$/LT
April	2022 Green Market Tampa, FL	\$481.00 US\$/LT
	Increase	\$289.00 US\$/LT

CAUSTIC SODA

June	2021 IHS Contract Liq. Index (USGC-CSLi)	\$785.00 US\$/DST
March	2022 IHS Contract Liq. Index (USGC-CSLi)	\$995.00 US\$/DST
	Increase	\$210.00 US\$/DST

DIESEL

June	2021 DOE US Average Diesel Fuel	\$3.28 gallon
March	2022 DOE US Average Diesel Fuel	\$5.10 gallon
	Increase	\$1.82 gallon

Manufacturing Costs Increase \$10.50 per ton





Databases, Tables & Calculators by Subject

Change Output Options: From: 2012 ▼ To: 2022 ▼

include graphs include annual averages

[More Formatting Options](#)

Data extracted on: August 23, 2022 (1:23:30 PM)

PPI Industry Data

Series Id: PCU325180325180S
Series Title: PPI industry data for Other basic inorganic chemical manufacturing-Secondary products, not seasonally adjusted
Industry: Other basic inorganic chemical manufacturing
Product: Secondary products
Base Date: 201012

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	99.8	102.7	102.7	102.7	102.7	102.7	102.4	102.3	102.3	102.3	102.4	102.4
2013	102.8	102.3	102.6	102.2	102.0	101.5	101.7	101.6	102.3	102.3	102.3	102.4
2016											109.3	109.7
2017	110.9	111.1	111.0	111.8	113.7	114.1	113.8	118.8	119.4	121.0	121.5	121.6
2018	123.3	123.8	123.9	123.6	127.6	127.6	131.5	131.5	131.5	131.5	128.3	128.3
2019	130.9	130.9	134.0	133.9	117.3	117.3	117.3	108.7	108.7	108.7	107.1	107.1
2020	109.4	109.4	109.4	109.4	109.4	109.4	108.2	107.7	107.7	144.0	156.0	156.0
2021	154.1	154.1	154.1	158.3	176.4	176.4	181.197	183.702	183.717	181.729	186.468	189.374
2022	187.089	193.115	204.050	226.850(P)	228.533(P)	224.842(P)	249.673(P)					

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

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St. Johns County Board of County Commissioners

Purchasing Division

January 25, 2022

Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Blvd
Tampa, FL 33619

**RE: Bid No: 22-03 – Purchase of Water & Wastewater Treatment Chemicals
Sodium Hydroxide (50%), Bisulfite Liquid (Bulk), Sodium Hypochlorite (Bulk) WTP and WWTP
Master Contract No: 22-MCC-ODY-15604**

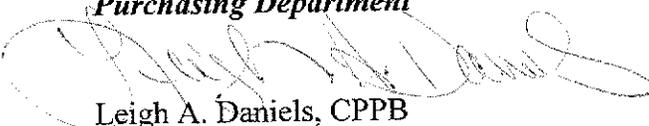
Dear Mr. Allman:

Enclosed, please find a fully executed original copy of the Contract Agreement for the above referenced services for your files.

If you have any questions related to this contract, please don't hesitate to contact me at the information provided below.

Thank you for doing business with St. Johns County.

Sincerely,
St. Johns County, FL
Purchasing Department



Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0150 – Main
ldaniels@sjcfl.us

CC: SJC Minutes & Records (Copy taken when attested)
SJC Purchasing Bid No: 22-03 – Odyssey Master Contract File



CONTRACT AGREEMENT
Bid No: 22-03 Purchase of Water Wastewater Treatment Chemicals
Master Contract #: 22-MCC-ODY-15604

This Contract Agreement, ("Agreement") is made as of this 24th day of January, 2022, ("Effective Date") by and between St. Johns County, FL ("County"), a political subdivision of the State of Florida, with principal offices located at 500 San Sebastian View, St. Augustine, FL 32084, and **Odyssey Manufacturing Company**, ("Contractor"), authorized to do business in the State of Florida, with offices located at 1484 Massaro Blvd., Tampa, FL 33619; Phone: (813) 635-0339; and Email: pallman@odysseymanufacturing.com.

In consideration of the mutual promises contained herein, the County and the Contractor agree as follows:

ARTICLE 1 – DURATION and EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date shown above, shall remain in effect for an initial term of two (2) consecutive calendar years, and shall have three (3) available one (1) year renewal options available for exercise by the County, upon satisfactory performance by the Contractor, continued need for the services, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that the County is under no obligation to renew this Agreement. It is further expressly understood that the option of renewal is exercisable only by the County, and only upon the County's determination that renewal is necessary and/or in the best interest of the County.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all Bid Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Contractor's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to supply **Sodium Hydroxide (50%), Bisulfite Liquid (Bulk), Sodium Hypochlorite (Bulk) WTP and WWTP** as specified in the Scope of Work, proposed by the Contractor, approved by the County in accordance with Bid No: 22-03 and as otherwise provided in the Contract Documents.

Services provided by the Contractor shall be under the general direction of St. Johns County Utility Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Contractor shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Contractor based upon the Unit Price of two dollars and sixty cents (\$2.60) per gallon of sodium hydroxide (50%), two dollars and five cents (\$2.05) per gallon for bisulfite liquid (bulk) and eighty two point five cents (\$.825) per gallon of sodium hypochlorite (bulk) for WTP and WWTP according to the bid proposal, which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Contractor under this Agreement shall not exceed the amount budgeted by the SJC Utility Department in any fiscal year.
- B. It is strictly understood that Contractor is not entitled to the above-referenced amount of compensation. Rather, Contractor's compensation is based upon Contractor's adhering to the Scope of Work, detailed in this Agreement. As such, the Contractor's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Contractor shall bill the County for services satisfactorily performed, and materials satisfactorily delivered at the end of each month. The signature of the Contractor's authorized representative on the submitted invoice shall constitute the Contractor's certification to the County that:
 1. The Contractor has billed the County for all services rendered by it and any of its Contractors or sub-contractors through the date of the invoice;

2. As of the date of the invoice, no other outstanding amounts are due from the County to the Contractor for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Contractor, bills/invoices submitted by the Contractor shall include the following information as a minimum:
- Vendor Information (Full legal Name, Address, Phone, Fax, Email)
 - Date of Invoice, Invoice Number
 - SJC Purchase Order Number, Master Contract Number, Bid Number
 - Unit Price of Product, Total Price of Invoice
 - Quantities Provided, Date(s) of Service, Location(s) Delivered To
- The County may return a bill/invoice from the Contractor, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Contractor's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Contractor, or by the Contractor's sub-contractors, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:

St. Johns County Utilities Department
 Attn: Brian Pinkerton
 1205 State Road 16
 St. Augustine, FL 32084

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Contractor shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Contractor of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Contractor shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Contractor fail to perform (default) under the terms of this Agreement, then the County shall provide

written notice to the Contractor, which such notice shall include a timeframe of no fewer than five (5) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.

- C. Consistent with other provisions in this Agreement, Contractor shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Contractor shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Contractor represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Contractor, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Contractor's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Contractor warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Contractor is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Contractor shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Contractor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.

- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
- d. The County and Contractor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Contractor acknowledges that, in the event that the County terminates this Contract for Contractor's breach of these provisions regarding employment eligibility, then Contractor may not be awarded a public contract for at least one (1) year after such termination. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.

Contractor shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

ARTICLE 13 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Contractor upon request. The Contractor shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Contractor that the Contractor shall not be authorized to use the County's Tax Exemption status in any manner.

The Contractor shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Contractor's performance under this Agreement.

ARTICLE 14 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Contractor cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 15 - INSURANCE

The Contractor shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 16 - INDEMNIFICATION

The Contractor shall indemnify and hold harmless the County, and its officers, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, intentional/unintentional conduct or omission of the Contractor and other persons employed or utilized by the Contractor.

ARTICLE 17 - SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

ARTICLE 18 - NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Contractor, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 19 - REMEDIES

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

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 20 - CONFLICT OF INTEREST

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Contractor.

The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Agreement.

ARTICLE 21 – EXCUSABLE DELAYS

The Contractor shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without the fault or negligence of either of them, the Contractor shall not be deemed to be in default.

Upon the Contractor's request, the County shall consider the facts and extent of any delay in performing the work and, if the Contractor's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 22 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Contractor shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Contractor and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Contractor shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 23 – INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Contractor's sole direction, supervision, and control.

The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent Contractor and not as employees or agents of the County. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 24 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 25 – ACCESS AND AUDITS

The Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and

documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 26 – NONDISCRIMINATION

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 27 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Contractor agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Contractor.

ARTICLE 28 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Contractor shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 30 – AUTHORITY TO PRACTICE

The Contractor hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 31 – SEVERABILITY

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

ARTICLE 32 – AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the County's notification of a contemplated change, the Contractor shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Contractor's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Contractor shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Contractor shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 33 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 34 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 35 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Leigh A. Daniels, CPPB, Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Contractor shall be mailed to:

Odyssey Manufacturing Company
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

ARTICLE 36 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 37 - PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC

RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 38 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 39 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

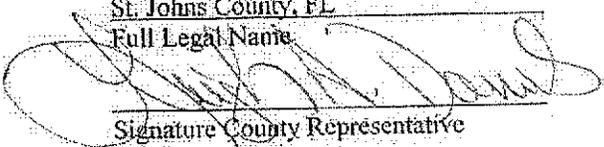
ARTICLE 40 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the County and Contractor have executed this Agreement on the day and year below noted.

COUNTY:

St. Johns County, FL
Full Legal Name


Signature County Representative

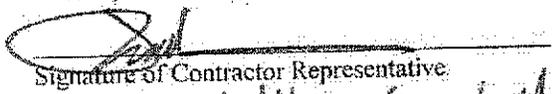
Leigh Daniels, CPPB
Printed Name – County Representative

Purchasing Manager
Printed Title


Date of Execution

CONTRACTOR:

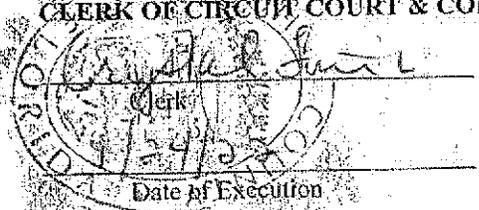
Odyssey Manufacturing Company
Full Legal Company Name


Signature of Contractor Representative

Patrick H. Allman, General Manager
Printed Name & Title

1.28.2022
Date of Execution

ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF CIRCUIT COURT & COMPTROLLER


Clerk
Date of Execution

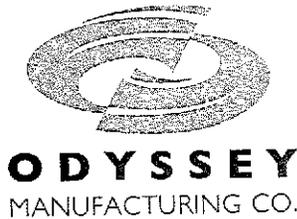
LEGALLY SUFFICIENT

[Handwritten Signature]

Office of County Attorney

1/25/22

Date of Execution



November 8, 2021

Mr. David E. Pyle, CPPB
Procurement Coordinator
St. Johns County
Attn: Purchasing Division
500 San Sebastian View
St. Augustine, Florida 32084

Re: **ST. JOHNS COUNTY BID #22-03**
PURCHASE OF WATER AND WASTEWATER TREATMENT CHEMICALS

Encl: (1) Bid Forms
(2) Authority to Sign Bid Letter
(3) Copy of NSF-60 Certification
(4) Third Party Laboratory Analysis of Sodium Hypochlorite
(5) Copy of OSHA Form 300A/300 Logs
(6) EPA Settlement Letter dated August 6, 2008

Dear Mr. Pyle,

Odyssey Manufacturing Company is pleased to submit our proposal for the above referenced Invitation to Bid (ITB) for the supply of sodium hypochlorite, sodium hydroxide and sodium bisulfite to St. Johns County. Our proposal is based on delivery to the delivery locations specified in the ITB documents. In accordance with your instructions, we have enclosed one original of the "Proposal" and two copies.

Pricing

Odyssey Manufacturing is pleased to offer St. Johns County delivered pricing as shown on the attached pricing forms for its products (NET 30). This price is fixed and there are no fuel surcharges, delivery fees or any other hidden charges. Odyssey Manufacturing Co. will not use any subcontractors or affiliates in the performance of any work under this proposal. We are the only chemical manufacturer in Florida who always uses company drivers and does not use a subcontractor or separate company to make the deliveries. Enclosures (1) through (7) are provided to assist in the Bid Evaluation.

ITB Checklist Items

Additionally, Odyssey makes the following claims or warrants:

- Enclosures (1) are required submittals as outlined in the solicitation which include a sample certificate of insurance and our business licenses
- Enclosure (2) is the Authority to Sign Letter for Mr. Allman.
- Enclosure (3) is the NSF-60 certification for all of Odyssey's products

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

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

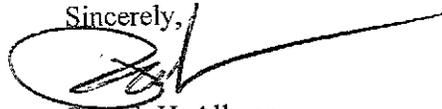
- Enclosure (4) is a recent third party laboratory results for Odyssey Ultrachlor sodium hypochlorite from our Tampa facility which will be serving the St. Johns County.
- Enclosure (5) is a copy of ALL of our OSHA 300/300A Logs for the past three years to more fully demonstrate our low accident rate and commitment to safety. The ITB requires the logs be submitted for the entire company to include all of our facilities, locations, affiliates and subcontractors which we have done. Odyssey will use no subcontractors or affiliates or third party driving companies in the performance of the work under this ITB and thus has submitted no logs for this group. Had we used either affiliates or subcontractors in the performance of this work we would have included their information.
- Safety is extremely important and should be a major consideration in the Utility's "informed decision process". Odyssey Manufacturing has not had any "Safety Incidents" in the past five years for any chemical that it sells (defined as all chemical accidents, incidents, releases, spills, and National Response Center Notifications ("safety incidents").
- Odyssey has one regulatory action which includes fines, regulatory actions and consent orders relating to the operation of ALL of its manufacturing and distribution facilities since it began operations in March of 2000. This incident was a disagreement with the EPA on whether Odyssey had to file a "Manufacturer's Form R" for the production of chlorine gas under the public's Right to Know laws. Even though we don't manufacture chlorine gas as an end product, Odyssey agreed to pay a fine and file an "EPA Form A" going forward listing zero chlorine releases and emissions from manufacturing sodium hypochlorite from a brine solution. Enclosure (6) is a copy of the final settlement letter from the EPA dated August 6, 2008 is attached. This is a minor administrative matter relating to not filling out a form admitting that we don't have any chlorine gas releases or emissions. Note that the RFP did not require reporting of any FDOT fines (i.e., overweight tickets) since this has nothing to do with operation of its manufacturing and distribution facilities. This is in sharp contrast to other suppliers who have had significant numbers of fines, regulatory actions and consent orders relating to the operation of all of their facilities caused by actual pollution, chemical releases and spills, serious injuries and other significant safety violations.
- Technical Support and also emergency points of contact would be our Patrick H. Allman, General Manager (cellular 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia, Marvin Rakes, President (813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State or the on-duty Plant Supervisor (800-ODYSSEY). Mr. Allman has over thirty-eight years of industrial plant experience and is an acknowledged expert in chemical systems having designed over 2,000 systems in Florida including ten for St. Johns County. Mr. Rakes has over thirty-seven years of experience managing the operational side of chemical distributors and manufacturers including ten years as the Operations Branch Manager of the largest chemical distributor branch on the East Coast. Both principals would be available to provide emergency response and emergency spill response to our customers.
- St. Johns County all use Odyssey Manufacturing Co. and the City of St. Johns County can pull samples at any of its treatment plant to ascertain the quality of its sodium hypochlorite.
- Odyssey Manufacturing Co. is a Drug Free Workplace and has an active program in-place to randomly test its employees as documented by the fact our Worker's Compensation carrier provides us a 5% discount for our program on our rates.

Over the past twenty-three years of its existence, Odyssey Manufacturing Co. has provided superior service to water and wastewater industry including superior service to the water and wastewater industry including never missing a delivery, providing emergency support on several occasions and providing a significant amount of technical assistance *including several training classes, several technical support visits, FDEP permitting assistance, engineering design and chemical system*

installation. As you know, we are the only chemical manufacturer/distributor that is open for manufacturing and deliveries 24 hours per day and 7 days per week (including holidays) and can be reached @800-ODYSSEY or facsimile (813) 630-2589. Additionally, Odyssey Manufacturing also agrees to continue to provide unlimited technical assistance to the Utilities soliciting bids to assist them with their operations at no charge as part of the sodium hypochlorite supply. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections on behalf of the owner, drawing review, engineering and design. As a licensed plumbing and general contractor, Odyssey has performed over two thousand chemical system installations in the State of Florida and provided extensive service support to its customers to help maintain their chemical systems.

Thanks for your consideration. We take no exceptions to the bid documents. Please call me if you have any questions at 1-800-ODYSSEY or cellular (813) 335-3444 or visit our website @www.odysseymanufacturing.com. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Allman', with a long horizontal flourish extending to the right.

Patrick H. Allman
General Manager

Addendum #1
Attachment #2

BID NO: 22-03

OFFICIAL COUNTY BID FORM (revised 10/28/21)
ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 11/10/2021

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BID PROPOSAL OF

Odyssey Manufacturing Company

Full Legal Company Name

1484 Massaro Blvd., Tampa, FL. 33619

813/635-0339

813/630-2589

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with and having carefully examined the requirements provided in the Bid Documents and Specifications entitled for **Bid No: 22-03: Purchase of Water & Wastewater Treatment Chemicals** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal.

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price. The "Extended Price" shall be the amount derived from the total of unit price times the estimated annual usage. **Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.**

Item/Description	Unit of Measure	Unit Price	Est. Annual Usage	Extended Price
Anhydrous Ammonia	LB	\$	26,000lbs	\$ NO BID
Sodium Hydroxide (50%)	GAL	\$ 2.60	40,000gal	\$ 104,000 ←
Bisulfite Liquid (Bulk)	GAL	\$ 2.05	56,500gal	\$ 115,825 ←
55gal Drum	DRUM	\$	60 drums	\$ NO BID
Muriatic / Hydrochloric Acid	GAL	\$	400gal	\$ NO BID
Calcium Hypochlorite (HTH)	LB	\$	6,500lbs	\$ NO BID
Sodium Hypochlorite (Bulk)	GAL	\$.825	361,100gal (WTP)	\$ 297,907.50 ←
	GAL	\$.825	320,000gal (WWTP)	\$ 264,000 ←
Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$	8,000gal (WTP)	\$ NO BID
	GAL	\$	8,000gal (WWTP)	\$ NO BID
Anti-Scalant	GAL	\$	3,600gal	\$ NO BID
MircoC2000	GAL	\$	36,000gal (WWTP)	\$ NO BID
Aluminum Sulfate	GAL	\$	126,000gal	\$ NO BID
55gal Drum	DRUM	\$	15 drums	\$ NO BID
Sulfuric Acid	GAL	\$	144,000gal	\$ NO BID
Poly/Ortho Blend	GAL	\$	3,800gal	\$ NO BID
Ammonium Hydroxide (18%) 55gal Drum	DRUM	\$	54 drums	\$ NO BID

Bidder shall type, or print legibly the Unit Price and Extended Price for each of the items above for which Bidder is bidding. Bidder shall input "No Bid" for any item not included in their submitted Bid Proposal. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid. In the event of a discrepancy between the unit price and extended price entered, the unit price shall prevail.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

During the preparation of the Bid, the following addenda, if any, were received:

No.: 1 Date Received: 11/1/2021

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

BID NO: 22-03

CORPORATE/COMPANY

Full Legal Company Name: Odyssey Manufacturing Company (Seal)

By:  Patrick Allman, General Manager
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

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

Telephone No.: (813)635-0339 Fax No.: (813) 630-2589

Email Address for Authorized Company Representative: pal1man@odysseymanufacturing.com

Federal I.D. Tax Number: 65-0846345 DUNS #: 086891541
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – Johns County Board of County Commissioners Affidavit
 - Attachment "B" – License / Certification List
 - Attachment "C" – List of Proposed Sub-Contractors/Suppliers
 - Attachment "D" – Conflict of Interest Disclosure Form
 - Attachment "E" – Drug-Free Workplace Form
 - Attachment "F" – Proof of Insurance
 - Attachment "G" – Claims, Liens, Litigation History
 - Attachment "H" – Local Preference
 - Attachment "T" – E-Verify
- Fully Acknowledged Addenda Applicable to this bid

Bidder must complete, sign (where applicable) and submit the Official County Bid Form, Attachments "A" through "K", and a fully acknowledged copy of each Addendum. One (1) original and two (2) copies of all required forms, and required supplemental information must be submitted.

ATTACHMENT "A"
AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement.

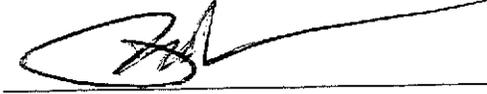
This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida
COUNTY OF Hillsborough

Before me, the Undersigned authority, Patrick Allman (Affiant), who being duly sworn, deposes and says he/she is General Manager (Title) of the firm Odyssey Manufacturing Company (Bidder) submitting the attached proposal for the services covered by the Bid Documents for BID NO: 22-03: Purchase of Water & Wastewater Treatment Chemicals, in St. Johns County, Florida.

The affiant further states that no more than one proposal will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 9th day of November, 2021.



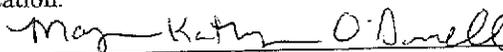
Signature of Affiant

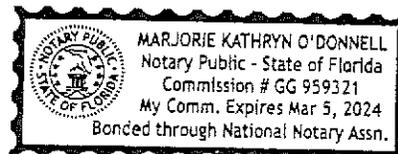
Patrick Allman
Printed Name of Affiant

General Manager
Printed Title of Affiant

Odyssey Manufacturing Company
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9th day of November, 2021, by Patrick Allman, General Mgr. {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.


Notary Public
My Commission Expires: 3/5/2024





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: CGC1516698

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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





Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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



LICENSE NUMBER: CFC057182

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE
190.000038 CLEANING PRODUCTS MANUFACTURER

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO. 215900
RENEWAL

40 Employees
Receipt Fee 120.00
Hazardous Waste Surcharge 40.00
Law Library Fee 0.00

BUSINESS ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

2021 - 2022

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

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

BUSINESS TAX RECEIPT

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

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

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE
090.020001 PLUMBING CONTRACTOR

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO. 66972
RENEWAL

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

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

2021 - 2022

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

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

BUSINESS TAX RECEIPT

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

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

2021 - 2022 HILLSBOROUGH COUNTY BUSINESS TAX RECEIPT
OCC. CODE
090.000004 CONTRACTOR

EXPIRES SEPTEMBER 30, 2022

ACCOUNT NO. 66971
RENEWAL

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

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

2021 - 2022

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

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

BUSINESS TAX RECEIPT

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

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



April 14, 2021

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

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign bids and all bid forms; to execute agreements and any documents associated with these agreements; to sign bonds of any type; and to sign any permit documents on behalf of Odyssey Manufacturing Co. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 14, 2021, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 14th day of April, 2021.

Stephen Sidelko, Secretary

CORPORATE SEAL

Marvin T. Rakes, President

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

1484 MASSARO BLVD • TAMPA, FL 33619 • (813) 635-0339 • FAX (813) 630-2589

ATTACHMENT "D"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No: 22-03: Purchase of Water & Wastewater Treatment Chemicals.

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, and methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Odyssey Manufacturing Company

Authorized Representative(s) :  Patrick Allman, General Manager
Signature Print Name/Title

Signature Print Name/Title

ATTACHMENT "E"
DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

Odyssey Manufacturing Company does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

11/9/2021
Date

BID NO: 22-03

ATTACHMENT "F"
PROOF OF INSURANCE

Bidders shall provide current and valid Certificate(s) of Insurance demonstrating at least the minimum coverage amounts provided in the Bid Documents, or a letter from an appropriately qualified provider certifying the Bidder's ability to obtain the required coverages at the time of award. as part of their bid proposal.

(Attach or insert a copy of "Certificate of Insurance" here)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/27/2021

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

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

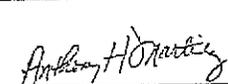
PRODUCER Stahl & Associates Insurance Inc. 91 Lake Morton Drive P O Box 3608 Lakeland FL 33802	CONTACT NAME: Debbie MacGillivray PHONE (A/C, No, Ext): (863) 688-5495 E-MAIL ADDRESS: certificateslakelane@stahlinsurance.com	FAX (A/C, No): (863) 688-4344													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Illinois Union Insurance Co</td> <td>27960</td> </tr> <tr> <td>INSURER B: ACE American Insurance Co</td> <td>22667</td> </tr> <tr> <td>INSURER C: Zenith Insurance Company</td> <td>13269</td> </tr> <tr> <td>INSURER D: Colony Insurance Co</td> <td>39993</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Illinois Union Insurance Co	27960	INSURER B: ACE American Insurance Co	22667	INSURER C: Zenith Insurance Company	13269	INSURER D: Colony Insurance Co	39993	INSURER E:		INSURER F:
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** October 2021 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 <input type="checkbox"/> Written Contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU Contractual Incl			G24092975 013	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Hired PD			H08450377 013	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A/D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G24092987013/EXO4266669	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Z066828617	01/01/2021	01/01/2022	<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/Professional Liability Poll Ded \$5K/Prof Ded \$25K			G24092975 013	10/01/2021	10/01/2022	Ea Poll Condition Agg 1,000,000 Pro Ea Claim Aggregate 1,000,000 Retro Date: 10/01/2009

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

CERTIFICATE HOLDER For INFORMATION PURPOSES ONLY XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX FL 33619	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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ATTACHMENT "G"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number: _____

2. List all pending litigation and or arbitration.

NONE

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.

NONE

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

NONE

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes No _____
If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

NONE

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail:

(Use additional or supplemental pages as needed)

ATTACHMENT "H"
LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "T" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "T".

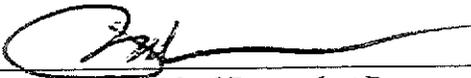
In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this BID.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this BID.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-vendors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-vendors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-vendors and sub-consultants for local preference consideration with the submitted proposal.

Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual _____

Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual xx _____



Signature – Authorized Respondent Representative

Patrick Allman, General Manager
Printed Name & Title

11/9/2021
Date of Signature

ATTACHMENT "I"
E-VERIFY AFFIDAVIT

STATE OF Florida
COUNTY OF Hillsborough

I, Patrick Allman (hereinafter "Affiant"), being duly authorized by and on behalf of Odyssey Manufacturing Company (hereinafter "Vendor") hereby swears or affirms as follows:

1. Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. 22-03 (hereinafter "Agreement"), in accordance with section 448.095, F.S., Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Vendor further understands and agrees that in the event of such termination, Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Vendor's breach.

DATED this 9th day of November, 2021.

[Signature]
Signature of Affiant

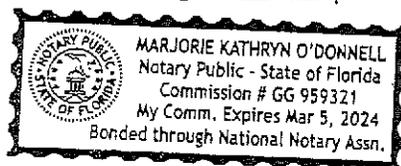
Patrick Allman
Printed Name of Affiant

General Manager
Printed Title of Affiant

Odyssey Manufacturing Company
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9th day of November, 2021, by Patrick Allman, General Mgr. {insert name and title of Affiant}, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 3/5/2024





St. Johns County Board of County Commissioners

Purchasing Division

November 1, 2021

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No. 22-03 Purchase Water & Wastewater Treatment Chemicals

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the Bid documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda. Please return an original copy of this signed Addendum with your proposal to the St. Johns County Purchasing Department, David E. Pyle, CPPB; 500 San Sebastian View; St. Augustine, FL 32084.

Change: The following distribution locations and chemicals used; quantities are updated on the revised Bid Form:

- 1. Hastings WTP Chemicals used: Sodium Hypochlorite 1,100 gal.
Dancy Ave Anti-Scalant AWC A-102 S 111+ 330 gal.
Hastings, FL 32145
2. Hastings WWTP Chemicals used: Sodium Hypochlorite 10,000 gal.
900 N. Main St. Sodium Hydrogen Bi-Sulfite 1,500 gal.
Hastings, FL 32145 Micro C 2000 -3,600 gal.

Questions/Answers:

- 1. Can we please get the current pricing for the products listed on the bid above?
Answer: Attachment #1 provides a list of contractors, chemical provided and current pricing.
2. Going through the bid documents I see that the awarded vendor will need to supply a tank for the Anhydrous Ammonia requirement. I don't see anywhere for a price to be input for a tank. Should we just include a tank quote with our proposal?
Answer: No; A quote for the purchase of the tank is not required. The bid document (page 31) states: "Vendor must provide the required storage tank for the Anhydrous Ammonia, to remain at the CR214 WTP throughout the duration of the Contract. The tank shall remain the property of the Vendor, and shall be the responsibility of the Vendor to maintain, repair, or replace as needed". This includes all costs associated with the tank requirements.
3. Please provide your current Sodium Hypochlorite price and supplier.
Answer: See Attachment #1
4. Please confirm if a 5% bid bond required for this bid?
Answer: A Bid Bond is not required with this bid.
5. Can you clarify if substitutes of equal or better will be allowed for "Micro C 2000? Micro C is a brand name for glycerin product of 70%. Our product is also 70% glycerin and is under contract with several Florida locations; Product: Vita-Micro CS 70.
Answer: The requested substitute; Vita-Micro CS-70", is tentatively approved based on additional testing and evaluation as required.

6. We would like to request a current bid tabulation.

Answer: See Attachment #3.

7. How many gallons is the glycerin storage tank? Full tanker deliveries are 4500 gallons.

Answer: At the Marsh Landing WWTP the supplier provides two (2) totes containing 275 gallons each which are refilled by the supplier during delivery; Players Club WWTP has a 3,500 gallon tank; Northwest WWTP has a 1,900 gallon tank and Hastings WWTP has a 1,100 gallon tank.

8. Can 1 year pricing be offered on the bid listed above?

Answer: The Bid Form requests Unit Price and the Extended Price. The Extended Price is the estimated cost based on the estimated quantity for one year.

9. On page 20 ask to list License/Certification, we are a manufacturing company not sure what kind of license/certification that the bid document is requiring.

Answer: Minimum requirement is "to be fully licensed to do business and supply the proposed chemical/s in the State of Florida and St Johns County and must provide or upon award show proof of a current and valid Local Business Tax Receipt for St Johns County". If you are registered for any type of special transport then please provide a copy of that license or certificate also.

THE BID DUE DATE REMAINS: Wednesday, November 10, 2021 AT 2:00 P.M.

Acknowledgment

Sincerely,



Signature and Date

David E. Pyle, CPPB
Procurement Coordinator

Patrick Allman, General Manager
Printed Name/Title

Odyssey Manufacturing Company
Company Name (Print)

END OF ADDENDUM NO. 1

**Attachments: Attachment #1 Price Listing
Attachment #2 Revised Bid Sheet
Attachment #3 Bid Tabs**

Addendum #1

Attachment #1

Current Chemical Vendors and Pricing:

1. Anhydrous Ammonia	Airgas Specialty Products, Inc.		\$0.74/lb
2. Sodium Hydroxide (50%)	Allied		\$2.37 per gal
3. Bisulfite Liquid (Bulk) 55 gal drum	Thatcher Chemical Florida		\$2.48 per gal
		Min order (4) 55 gal drum	\$4.74 per gal
		Min order (2) 55 gal drum	\$5.74 per gal
4. Muriatic/Hydrochloric Acid	Hawkins Inc.		\$6.75 per gal
5. Calcium Hypochlorite	Hawkins, Inc.		\$1.39/lb
6. Sodium Hypochlorite (bulk)	Odyssey Manufacturing Co.		\$0.58 per gal
7. Sodium Hypochlorite (non-tanker del)	Aquasol Commercial Chemical Co., Inc.		\$1.36 per gal
8. Anti-Scalant	Hawkins, Inc.	AWC A-102+	\$8.15 per gal
		AWC A-100+	\$9.00 per gal
9. MiroC2000	Hawkins, Inc.		\$3.50 per gal
10. Aluminum Sulfate	Hawkins, Inc.	min order (4) 55 gal drum	\$4.99 per gal
		Min order (2) 55 gal drum	\$5.99 per gal
11. Sulfuric Acid	Shrieve Chemical Co.		\$1.14 per gal
12. Poly/Ortho Blend	Shannon Chemical Corp.		\$5.71 per gal
13. Ammonium Hydroxide (18%)	Brenntag MidSouth, Inc.		\$4.140 per lb (410lb per 55 gal drum)

Attachment #3

BID TITLE WATER & WASTEWATER TREATMENT CHEMICALS
 BID NUMBER 16-54
 OPENING DATE/TIME 09/21/16 2:00 PM
 FROM 09/21/16 UNTIL 09/26/16
 3:00 PM 3:00 PM

ANY BIDDER APPLICABLE ADVISED BY AN UNFOUNDED
 DECISION WITH RESPECT TO THE AWARD OF ANY BID,
 SHALL FILE WITH THE PURCHASING DEPARTMENT/DBS
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION.
 PROTEST PROCEDURES MAY BE OBTAINED IN THE
 PURCHASING DEPARTMENT.

OPENED BY LEIGH DANIELS
 TABULATED BY LEILA HARTLAND
 VERIFIED BY
 Revised 9/21/16

BIDDERS	SHANNON CHEMICAL	AIRGAS USA, LLC SOUTH REGION	AIRGAS SPECIALTY PRODUCTS, INC.	CHEMTRADE	CARUS CORPORATION	STERLING WATER TECHNOLOGIES	PRAXAIR	SATCO
Products	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
Hydrous Ammonia per lb.	No Bid	No Bid	\$0.74	No Bid	No Bid	No Bid	No Bid	No Bid
Sodium Hydroxide (50%) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Ultrite Liquid per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Ultrite Liquid per gal. (65 gal. drum)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sulfuric Acid per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sodium Hypochlorite/HTH per lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Propane Gas per lb.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sodium Hypochlorite (Bulk) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sodium Hypochlorite (Non-Tanker Delivery) per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
SO2 per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sulfuric Sulfate per gal.	No Bid	No Bid	No Bid	\$0.5281	No Bid	No Bid	No Bid	No Bid
Sulfuric Sulfate per gal. (53 gal. Drum)	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sulfur Dioxide per lb.	No Bid	\$0.079125	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Sulfuric Acid per gal.	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$0.87975
Ultrite Blend per gal.	\$5.24	No Bid	No Bid	No Bid	\$5.70	\$6.461	No Bid	No Bid
Total Annual Package Bid Price	\$19,864.00	\$189,900.00	\$19,240.00	\$31,686.00	\$24,520.00	\$23,259.60	No Bid	\$126,684.00
Bond	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	Yes
Item # 1	Yes	Yes	Yes	Yes	Yes	Yes	No Bid	Yes

Attachment #3 con't.

ST. JOHNS COUNTY
 BID TABULATION

BID TITLE PURCHASE OF SODIUM HYDROXIDE 50% AND CHLORINE GAS

BID NUMBER 17-06

OPENING DATE/TIME October 19, 2016 2:00 PM

POSTING DATE/TIME FROM 10/19/16 3:00 PM
UNTIL 10/24/16 3:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED
 DECISION WITH RESPECT TO THE AWARD OF ANY BID,
 SHALL FILE WITH THE PURCHASING DEPARTMENT FOR
 ST. JOHNS COUNTY, A WRITTEN NOTICE OF OBJECTION
 FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72)
 HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL
 HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION
 PROTEST PROCEDURES MAY BE OBTAINED IN THE
 PURCHASING DEPARTMENT.

OPENED BY
 TABULATED BY
 VERIFIED BY

LEIGH DANIELS
DAVID KLAGES
DK

BIDDERS	SODIUM HYDROXIDE 50% UNIT PRICE PER GAL	CHLORINE GAS BID PRICE PER LB.	TOTAL ANNUAL BID PRICE	BID BOND			
BRENNTAG MID-SOUTH	\$2.85	NO BID	\$57,000.00	YES			
ALLIED UNIVERSAL CORPORATION	\$2.37	\$0.6534	\$69,615.60	YES			
JCI JOHNS CHEMICALS INC	NO BID	\$0.50	\$17,000.00	YES			

BID AWARD DATE - _____



OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of
NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on May 15, 2020.

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
813-635-0339

Facility: Tampa, FL (T1)

Chemical/ Trade Designation	Function	Max Use
Sodium Hypochlorite [CL]		
Sodium Hypochlorite 12.5 Trade Percent	Disinfection & Oxidation	94 mg/L
Sodium Hypochlorite 12.5 Weight Percent	Disinfection & Oxidation	84 mg/L
Ultrachlor	Disinfection & Oxidation	94 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility: Tampa, FL (T2)

Chemical/ Trade Designation	Function	Max Use
Sodium Bisulfite [1]		
38% - 40% Sodium Bisulfite Solution	Dechlorination	50 mg/L
Sodium Chloride [2]		
Sodium Chloride	Electrolytic Chlorination Softener	NA
Sodium Hydroxide		
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200 mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hypochlorite [CL]		
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70 mg/L

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 10 mg Cl₂/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.



dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Facility: Lantana, FL

Chemical/ Trade Designation	Function	Max Use
Sodium Hydroxide		
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200 mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100 mg/L
Sodium Hypochlorite [CL]		
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70 mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

2 of 2

25070

NovaChem

Laboratories, Inc

Date: 7 June 2021

Call for results over the phone
513-523-3605

Odyssey Bleach Analysis Results Received 27 May 2021

Parameter

Wt% NaOCl	11.24	
GPL Available Chlorine	124	
Trade %	12.4	
Wt% NaOH	0.381	
Calculated pH	13.0	
Wt% Na ₂ CO ₃	0.160	
Density, g/mL	1.1598	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	468	DL = 100 mg/L
Perchlorate ion, mg/L	<5	
Iron, mg/L	0.07	DL = 0.02 mg/L
Copper, mg/L	0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, g/L	75	
Sodium, g/L (estimate)	53	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.80	
Filter Test (1,000 mL)	1 min 03 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis

B.P. Bubnis

7 June 2021



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form OSHA 300A No. 12104176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
5	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(4) Poisoning	0
	(2) Skin Disorder	(5) Hearing Loss	0
	(3) Respiratory Condition	(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 2000 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 1484 Messaro Blvd.
 City Tampa State Florida Zip 33619
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 5
 OR North American Industrial Classification (NAICS), if known (e.g., 339212)

Employment Information

Annual average number of employees 72
 Total hours worked by all employees last year 178,137.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.



 Company Executive

813-635-0338 _____ Phone
 _____ Date
12/27/2021



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases write "0."

Employees (former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other illnesses
0	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave., NW, Washington, DC 20210. Do not send this completed form to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
Steel 250 Central Florida Parkway
City Orlando State Florida Zip 32824
Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite

Standard Industrial Classification (SIC), If known (e.g., SIC 3715)
2 8 1 9
OR North American Industrial Classification (NAICS), If known (e.g., 338212)

Employment Information

Annual average number of employees 2
Total hours worked by all employees last year 3132.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

General Manager
Title

913-635-0339 Phone
1/24/2021 Date



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0178

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.36. In OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases	Total number of cases away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	0	0	0
(H)	(I)	(J)	(K)

Number of Days	Total number of days of work away from	Total number of days of job transfer or restriction
(L)	0	0
(M)	(N)	(O)

Injury and Illness Types	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
(P)	0	0	0	0	0	0
(Q)	(R)	(S)	(T)	(U)	(V)	(W)

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistics, Room N-3644, 2100 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 330 Hillbrahl Dr.
 City Lantana State Florida Zip 33482
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 339212)

Employment Information

Annual average number of employees 4
 Total hours worked by all employees last year 11,979.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.


 Title General Manager
 Date 12/28/2021

813-695-0339 Phone
 1725021 Date



Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 121B-0176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in a timely manner. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	2 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
73 (K)	0 (L)

Injury and Illness Types

Total number of... (M)	(4) Poisoning	0
Injury	(5) Hearing Loss	0
Skin Disorder	(6) All Other Illnesses	0
Respiratory Infection		

Submit this Summary page from February 1 to April 30 of the year following the year covered by the form

The reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instruction, search and review the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, Office of Statistics, Room N-3654, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 1484 Massaro Blvd.
 City Tampa State Florida Zip 33619
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), If known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), If known (e.g., 336212)

Employment Information

Annual average number of employees 67
 Total hours worked by all employees last year 170,007.60

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Gerald M. ...
Company executive

B13-635-0333 Phone _____ Date 2/15/20



Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

If establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 304.36, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of...	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
Injury	0	0	0
Skin Disorder	0	0	0
Respiratory condition	0	0	0

Set this Summary page from February 1 to April 30 of the year following the year covered by the form

Reporting burden for this collection of information is estimated to average 56 minutes per response, including time to review the instruction, search and enter the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3664, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 330 Hillbrath Dr.
 City Lantana State Florida Zip 33462
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2819
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 4
 Total hours worked by all employees last year 13,072.75

Sign here [Signature]

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Title

Company executive

813-535-0339 Phone 212020 Date



Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

If establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 304.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (I)	1 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of...	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	1	0	0	0	0	0

Set this Summary page from February 1 to April 30 of the year following the year covered by the form

To reporting burden for this collection of information is estimated to average 60 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3944, 200 Constitution Ave., NW, Washington, DC 20210. Do not send the completed forms in this office.

Establishment Information

Your establishment name Odyssey Manufacturing Company
 Street 260 Central Florida Parkway City Orlando State Florida Zip 32824
 Industry description (e.g., Manufacture of motor truck trailers)
Manufacture of Sodium Hypochlorite
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 8 1 9
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment Information

Annual average number of employees 2
 Total hours worked by all employees last year 5,836.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive
Title General Manager

813-658-0389 Phone _____ Date 2/1/2020

Summary of Work-Related Injuries and Illnesses



Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OSHA no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	Total number of cases with job transfer or restriction	0	Total number of other recordable cases	0
(g)	(h)	(i)	(j)	(k)	(l)

Number of Days

Total number of days away from work	0	Total number of days of job transfer or restriction	0
(m)	(n)	(o)	(p)

Injury and Illness Types

Total number of ...	(4)	(5)	(6)
(1) Injuries	0	0	0
(2) Skin disorders	0	0	0
(3) Respiratory conditions	0	0	0
(4) Poisonings	0	0	0
(5) Hearing loss	0	0	0
(6) All other illnesses	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA, Office of Statistical Analysis, Room N-5654, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name ODYSSEY MFG. COMPANY
 Street 1484 MASSARD BLVD.
 City TAMPA State FL ZIP 33619

Industry description (e.g., *Manufacture of motor trucks (light)*)
MANUFACTURE OF SODIUM HYPOCHLORITE

Standard Industrial Classification (SIC), if known (e.g., 3713)
8819

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Workshed on the back of this page to estimate.)

Annual average number of employees 666
 Total hours worked by all employees last year 165,216.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, correct, and complete.

[Signature] Title President
 Company executive
 Phone 813-635-0339 Date 1/24/19

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Establishment name Odyssey Mfg Company
 City Tempe State FL

Identify the person

(A) Case no.
 (B) Employee's name
 (C) Job title (e.g., Welder)

NONE

Describe the case

(D) Date of injury or onset of illness
 (E) Where the event occurred (e.g., Loading dock north end)
 (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case:

Remained at Work
 (G) Death
 (H) Days away from work
 (I) Job transfer or restriction
 (J) Other recordable cases

Enter the number of days the injured or ill worker was:

(K) Away from work
 (L) On job transfer or restriction

Check the "injury" column or choose one type of illness:

(M) Injury
 (1) Skin disorder
 (2) Respiratory condition
 (3) Poisoning
 (4) Hearing loss
 (5) All other illnesses

Case no.	Employee's name	Job title	Date of injury or onset of illness	Where the event occurred	Description of injury/illness	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

August 6, 2008.

RECEIVED AUG 13 2008

Mr. Marvin Rakes
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, Florida 33619

SUBJECT: Odyssey Manufacturing Company
Closure Letter

Dear Mr. Rakes:

This is a letter of acknowledgment that Odyssey Manufacturing Company has fulfilled the conditions of the Consent Agreement and Final Order, Docket No. EPCRA-04-2008-2037(b), filed on July 3, 2008. The U.S. Environmental Protection Agency, Region 4, Emergency Planning and Community Right-to-Know Act Enforcement Section considers this matter closed. If you have any questions, please contact Ms. Erika White at (404) 562-9195.

Sincerely,

Caton B. Falconer
Chief, EPCRA Enforcement Section

Internet Address (URL) • <http://www.epa.gov>

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on Recycled Paper (Minimum 50% Postconsumer)



**ST. JOHNS COUNTY, FL
BOARD OF COUNTY COMMISSIONERS**

BID NO: 22-03

**PURCHASE OF WATER & WASTEWATER
TREATMENT CHEMICALS**

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx**

Bid No: 22-03: Purchase of Water & Wastewater Treatment Chemicals

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Instruction to Bidders

Official County Bid Form

Attachments:

Official County Bid Form

Attachment "A" – Johns County Board of County Commissioners Affidavit

Attachment "B" – License / Certification List

Attachment "C" – List of Proposed Sub-Vendors/Suppliers

Attachment "D" – Conflict of Interest Disclosure Form

Attachment "E" – Drug-Free Workplace Form

Attachment "F" – Proof of Insurance

Attachment "G" – Claims, Liens, Litigation History

Attachment "H" – Certification Regarding Lobbying

Attachment "I" – Non-collusion Certification

Attachment "J" – Local Preference

Attachment "K" – E-Verify

SPECIFICATIONS

SEALED BID MAILING LABEL

END OF TABLE OF CONTENTS

BID NO: 22-03

FRONT END BID DOCUMENTS

INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida ("County")

PROJECT: Bid No.: 22-03: Purchase of Water & Wastewater Treatment Chemicals

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Department prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County of the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bid Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Vendor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime vendor to perform all or any part of the prime vendor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bid and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The Owner, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least **fourteen (14) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the Bid Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the Owner or its Representative **seven (7) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **fourteen (14) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall **not** rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is David E. Pyle, CPPB, Procurement Coordinator, St. Johns County Purchasing Department. Any and all questions and/or inquiries shall be directed to Mr. Pyle, *in writing*, via email at dpyle@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Procedure Manual, Section 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, vendor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than four o'clock (4:00PM) on **Wednesday, October 27, 2021**, so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bid Documents. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids must be submitted in **TRIPLICATE** (one (1) original and two (2) copies) on the required forms provided herein by or before **Wednesday, November 10, 2021 at 2:00PM EDST**. All blanks on the Bid Form must be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Division, with the bidder's return address in top left hand corner and recite: "**Bid No: 22-03 Purchase of Water and Wastewater Treatment Chemicals**".

See Example Below:

ABC Company, Inc. 123 Aviles Street St. Augustine, FL 32084	St. Johns County Purchasing Division 500 San Sebastian View St. Augustine, FL 32084 BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT
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At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive, and may result in the Bidder being removed from consideration for award.

Each submitted copy of the Bid Proposal shall include the full legal company name, address, telephone number and legal name of an authorized representative for the Bidder and a statement as to whether the Bidder is a sole proprietor, partnership, corporation, or any other legal entity. Each copy of the submitted Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addenda to the Advertisement/Notice to Bidders, the properly identified Bids received on time will be opened publicly as specified in the Advertisement and a tabulation of the bid amounts of the Base Bids and major Alternates, if any, will be made available to Bidders. The Bid Tabulation will be posted to DemandStar, and on the Purchasing Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Procedure Manual. All of the terms and conditions of the County Purchasing Procedure Manual are incorporated by reference and are fully binding.

Rejection of Bids: The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

The County shall have the right to accept alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and/or the Alternates accepted if alternate bids are requested in the Official County Bid Form. The County is under no obligation to award any Bid Alternates, unless it serves the best interest of the County to do so.

It is the intent of the County to award the lowest responsive, responsible Bidder(s), or lowest responsive, responsible Local Bidder, based upon the lowest unit price bid, provided the submitted Bid is responsive to the requirements of this Request for Bids and does not exceed the funds budgeted for the purchase. The County reserves the right to separate the award to multiple bidders if doing so provides a cost savings, and serves the best interest of the County. The quantities are for bidding purposes only and do not obligate the County to purchase items at the provided quantities.

If an award is made, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award (see **Attachment "J"**).

MINIMUM QUALIFICATIONS

Bidders must be fully licensed to do business, and supply the proposed chemicals in the State of Florida and St. Johns County, and must provide, or upon award show proof of a current and valid Local Business Tax Receipt for St. Johns County.

Bidder's must complete and submit with each copy of their Bid Proposal (**Attachment "B"**) – License/Certification List and attach a copy of any and all licenses/certifications/permits.

SAMPLES

The County reserves the right to take samples from Bidders' customers to ensure that the Bidders' sample and delivery equipment is in compliance with all requirements of the Specifications herein, and such a sample shall be judged representative of the Bidder's quality. The Bidder shall provide contact information, including company name, representative name, phone number and email address, for a customer located within St. Johns County and/or Duval County whereby the County may obtain sample(s) of the Bidder's product(s) to determine if it meets the specification requirements provided herein. The County may choose to obtain a sample from the submitted customer(s) or from any other customer of the Bidder to ensure compliance with the specifications herein. In such event, the County shall bear the cost of any analysis. In the event the results of the sample analysis demonstrate that the chemical is non-compliant with the specifications of this Bid, the Bid will be deemed non-responsive, and removed from further consideration.

SODIUM HYPOCHLORITE ANALYSIS

Any Bidder submitting a Bid for sodium hypochlorite shall provide an analysis of the sodium hypochlorite proposed in their Bid. The analysis must have been performed no earlier than ninety (90) consecutive calendar days prior to the due date for Bids, and must have been performed by a certified testing laboratory. The cost of the analysis shall be borne by the Bidder. Failure to submit a sample or meet the requirements herein shall result in disqualification of the Bidder for their sodium hypochlorite proposed item.

SAFETY & RELIABILITY

Bidders shall submit with their Bid Proposal, any and all regulatory actions including but not limited to, copies of any fines,

correspondence and consent orders relating to the operation of all of the Bidder's manufacturing and distribution facilities that serve the Florida market.

Bidders shall submit with their Bid Proposal, a copy of its OSHA Form 300A/300 logs for the past three (3) years (with the names blocked out for privacy reasons) for ALL of the facilities that serve the Florida market. If the Bidder utilizes a third party transport company or affiliated company, then they shall submit the OSHA 300 logs for that company as well. The County may require a site visit of the Bidder's manufacturing and/or distribution facilities to assess their safety and reliability as part of the bid evaluation process. Also, Bidders must state where the chemicals purchased by the County are being stored and shipped from in order to meet the obligation of the awarded contract.

SUB-CONTRACTORS

Each Bidder shall submit to the County, a list of Subcontractors and major materials suppliers to be used if awarded the contract. A copy of the form, **Attachment "C"**, is provided in the Bidding Documents. If no Subcontractors or major material suppliers are required, so state there on.

Upon request by the County, the successful Bidder shall within seven (7) days thereafter, submit all data required to establish to the satisfaction of the County, the reliability and responsibility of the proposed Subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed Subcontractor's respective trades.

Prior to the award of the Contract, the County will notify the Bidder in writing if either the County, after due investigation, has reasonable and substantial objection to any person or organization proposed as a Subcontractor. The Bidder then may, at his option, withdraw his Bid without forfeiture of Bid Security or submit an acceptable substitute at no increase in Bid price. If the Bidder fails to submit an acceptable substitute within seven (7) days of the original notification, the County then may, at his option, disqualify the Bidder, at no cost to the County.

The County reserves the right to disqualify any Vendor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

FORM OF AGREEMENT BETWEEN OWNER AND VENDOR

Form to be used: Unless otherwise provided in the Bidding Documents, the Agreement will be written on a form provided by the County. In the event of a conflict in specifications or contract requirements the more stringent shall apply.

EXECUTION OF CONTRACT DOCUMENTS

The awarded Vendor shall return signed copies of the Contract Agreement to the SJC Purchasing Division within ten (10) consecutive calendar days of receipt of Notice of Award. St. Johns County shall return a fully executed copy of the Contract to the Vendor no later than seven (7) consecutive calendar days after the return of the signed copies from the Vendor.

CONTRACT DURATION & RENEWAL

The awarded Contract shall have an initial term of two (2) calendar years, and three (3) available one (1) year renewal periods, exercisable by the County, contingent upon satisfactory performance by the Vendor, continued need of the materials, and legally appropriated funds. The County reserves the right to terminate the agreement during the initial term, or any subsequent renewal period in the event the Vendor fails to satisfactorily perform under the terms of the Contract, or for convenience, in accordance with the provisions of the awarded Contract. The County is under no obligation to allow an awarded Vendor to fulfill any term of the Contract, including any renewal period, if the Vendor does not comply with the requirements of the Contract.

ANCILLARY ITEMS

While all major items have been listed herein, there may be ancillary items that must be purchased by the County during the term of the agreement. SJC Purchasing shall contact the Vendor(s) to obtain quote(s) for any necessary, ancillary items. If there are multiple Vendors under contract, the County representative may obtain quotes for ancillary items from any or all Vendors under Contract. The County reserves the right to award ancillary items to any Vendor based on the lowest quote or to bid the items through a separate solicitation.

INDEMNITY

To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Vendor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

TERMINATION

Failure on the part of the Vendor to comply with any portion of the duties and obligations under the awarded Contract shall be cause for termination. If the Vendor fails to perform any aspect of the responsibilities described herein St. Johns County shall provide written notification of any and all items of non-compliance. The Vendor shall then have five (5) consecutive calendar days to correct any and all items of non-compliance, or take acceptable corrective action, as determined by the County. If the items of non-compliance are not corrected, or acceptable corrective action has not been taken, as determined by the County, within the five (5) consecutive calendar days, the Contract may be terminated by St. Johns County for cause, upon giving fourteen (14) consecutive calendar days written notice to the Vendor. In the event, the County issues more than one (1) Notice of Non-Compliance or Default during any term of the Contract, the County may terminate the Contract for Cause.

The County may terminate the Agreement at any time, without cause, upon thirty (30) days written notice to the Vendor of intention to do so.

If, at any time, the Contract with the awarded Vendor is terminated by the County, whether for cause or for convenience, the County may, at its sole discretion, approach the second lowest, responsive, responsible bidder to hold their bid price in order to enter into a Contract with that Vendor to provide the materials for the remainder of the available term(s) under the initial award in order to avoid a supply gap for the County, if it serves the best interest of the County to do so.

PRICING

Unit prices submitted shall include all labor, materials, equipment, transportation, freight, supervision, and any and all other costs and fees associated with provision of the specified chemicals in accordance with the requirements stated herein. All submitted prices shall be final cost to the County.

The pricing under this Bid shall remain firm throughout the duration of the initial term of the Contract. Price increases shall only be considered at the time of Renewal(s). The Vendor shall submit any request for an increase to pricing no later than sixty (60) days prior to the effective date of the Renewal. Requested price increases must be justified by the Vendor by providing proof of a cost increase to the Vendor in such major areas as cost of supplies, material, fuel, or changes in governmental regulations. The cost of an increase must not be offset by a corresponding decrease in another area. Negotiated increases shall not exceed prior twelve (12) months CPI - All Urban Consumers (CPI-U), unless otherwise approved by the County. Should the requested price increase be considered excessive or determined not to be competitive, the County reserves the right to deny the requested price increase, or terminate the Contract. All prices shall remain firm for the period of each Renewal term.

METHOD OF PAYMENT

The Vendor shall submit an invoice, to the SJC Utility Department upon each satisfactory delivery of materials. The date of the invoice shall not exceed thirty (30) calendar days from the delivery of ordered item(s). Under no circumstances shall the invoice be submitted to the County in advance of the delivery and acceptance of the items. Each invoice shall be accompanied by a copy of the corresponding delivery ticket or packing slip that was signed by an authorized representative of the SJC Utility Department at the time the items were delivered and accepted.

All invoices shall contain the following basic information:

- Vendor Information (Full Legal Name, Address, Phone, Fax)
- Invoice Number
- Unit Price of product
- Description of Product Supplied
- Quantity of Product Supplied per location
- Date of Invoice
- SJC Purchase Order Number
- Total Price of Invoice
- Delivery Location(s)
- Date of Delivery

Failure to submit invoices in the prescribed manner may delay payment. Invoices should be mailed at the time of delivery. Invoices shall be submitted to the SJC Utility Department and addressed to:

St. Johns County Utility Department
ATTN: Brian Pinkerton
1205 State Road 16
St. Augustine, FL 32084

St. Johns County Payment Terms: Net 45 Days per 218.74(2) Florida Statutes

Invoices shall not include separate charges for transportation, mileage, or any other miscellaneous service fees or charges. Any invoices received that contain additional costs not approved by the Contract shall go unpaid until corrected invoices are submitted by the Vendor.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

COOPERATIVE OR PIGGYBACK PURCHASE: Any awarded firm(s) under this Bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their firm to do so.

INSURANCE

The Vendor shall not commence work under the awarded Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under the awarded Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Vendor shall maintain throughout the duration of the awarded Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.

The Vendor shall maintain throughout the duration of the awarded Contract, Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Vendor shall maintain throughout the duration of the awarded Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the

Vendor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Vendor or by anyone directly or indirectly employed by a Vendor.

The Vendor shall maintain throughout the duration of the Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

EMPLOYMENT ELIGIBILITY and MANDATORY USE of E-VERIFY

As a condition precedent to issuance of a Contract, and in accordance with Section 448.095, F.S., Vendor and its sub-contractors or material suppliers shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the sub-vendor does not employ, contract with, or subcontract with an unauthorized alien (**Attachment "K"**). Vendor shall maintain a copy of such affidavit until final acceptance of materials delivered.
- b. The County, Vendor, or any sub-vendor or material supplier who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a sub-vendor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Vendor acknowledges that, in the event that the County terminates the award for Vendor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

FORCE MAJEURE; DELAYS

Force Majeure: Vendor shall not be liable for failure to carry out the terms of this solicitation to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of the award due to any one of the following circumstances beyond the control of the Vendor: (a) the operation and effect of the rules, regulations, or order promulgated by any commission, county, municipality, or governmental agency of the State of Florida or United States, (b) a restraining order, injunction, or similar decree on any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The County is not obligated to grant an extension of time due to the adverse weather condition unless such conditions rise to the level of Force Majeure.

Delay: Vendor shall not be compensated for delays caused by Vendor's inefficiency, rework made necessary by Vendor's work error, failure to perform deliveries as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly carry out the terms of the award. Neither shall the Vendor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Vendor shall notify the County in writing of the delay which shall provide: (1) a detailed description the delay and its probable duration, (2) the terms of the award affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notice provided more than ten (10) days after the inception of the delay shall only be effective as to additional

time incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another County Vendor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the County, in its sole judgment and discretion, determines to justify the delay, then the delivery date(s) may be extended as necessary to compensate for the delay. All time extensions shall be agreed to in writing by both parties.

GOVERNING LAWS & REGULATIONS

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The award shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

OSHA REQUIREMENTS

The Vendor warrants that the product, products, or services supplied to St. Johns County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act (OSHA) of 1970 as amended and the failure to comply will be considered a breach of contract. St. Johns County shall be held harmless against any unsafe conditions and vendor employee incidents.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

Vendor certifies that all material, equipment, services, etc., furnished in this bid meets all OSHA requirements for the applicable Sectors. Vendor further certifies that, if he is the successful bidder, and the material, equipment, service, etc., delivered or provided is subsequently found to be deficient in any OSHA requirement in effect on date of delivery or service fulfillment date, all costs necessary to bring the material, equipment, service, etc., into compliance with the aforementioned requirements shall be borne by the bidder. All Personal Protective Equipment used by the vendor and their employees shall be ANSI certified and meet OSHA standards.

TRAINING AND EDUCATION (APPLICABLE ONLY WITH CONSTRUCTION SERVICES)

Vendor will ensure that Vendor employees are trained appropriately for their work tasking. The minimum requirements are found in Federal and State Regulations. Examples of this training are (but not limited to):

- Lockout Tagout
- Fall Protection
- Electrical Safety and the National Electrical Code (NEC)
- Confined Space Entry
- Hot Work
- Specific Chemical Hazards
- Excavations and Trenching
- Heavy Equipment Operation

Special emphasis should be given towards training and compliance with the Construction industry's "Focus Four" established by OSHA as an outreach program to the construction industry and its workers. Training, education, and awareness should be provided in the areas of: 1) Fall Hazards 2) Caught-In and Between Hazards 3) Struck-By Hazards and 4) Electrocutation Hazards.

TOXIC SUBSTANCES / FEDERAL HAZARD COMMUNICATION "RIGHT TO KNOW AND UNDERSTAND" REGULATIONS

The Federal "Right to Know and Understand" Regulation (also known as the Hazard Communication / Globally Harmonized System of Classification and Labeling of Chemicals (GHS) implemented by OSHA requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe chemical storage, labeling, handling practices and emergency procedures.

Accordingly, the Vendor(s) shall be required to provide two (2) complete sets of Safety Data Sheets (SDS) to each of the departments utilizing the awarded products. This information should be provided at the time when the initial delivery is

made, on a department-by-department basis. If performing work on site, it is preferred that each Vendor bring their hazardous communication program and SDS in a binder labeled with the Vendor's name and identified as a Hazardous Communication/GHS Program. Upon leaving the jobsite and the removal of all hazardous materials, vendors shall take their information with them.

The transport, use, and disposal of toxic substances must be conducted in accordance with DEP/EPA regulations.

Upon request, Vendors working at St. Johns County facilities or jobsites will be given access to the written Hazardous Communication Program and informed where to locate SDS.

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this solicitation shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Vendor's performance constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County, Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the 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 as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this solicitation that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law and following completion of terms of the award, if the Vendor does not transfer the records to the County; and
 - (4) Upon completion of terms of the award, Vendor shall transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the Services.

If the Vendor transfers all public records to the County upon completion of work, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of an award by the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AWARDED CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 22-03

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with and having carefully examined the requirements provided in the Bid Documents and Specifications entitled for **Bid No: 22-03: Purchase of Water & Wastewater Treatment Chemicals** in St. Johns County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid Proposal.

Bidders shall insert the unit and extended prices for each item listed in the price sheet below. In the event of an error between the unit price and extended price, the unit price shall prevail over any extended price. The "Extended Price" shall be the amount derived from the total of unit price times the estimated annual usage. **Note: All prices shall include any delivery cost or incidental charges. The proposed price per item shall be fixed and firm.**

Item/Description	Unit of Measure	Unit Price	Est. Annual Usage	Extended Price
Anhydrous Ammonia	LB	\$	26,000lbs	\$
Sodium Hydroxide (50%)	GAL	\$	40,000gal	\$
Bisulfite Liquid (Bulk)	GAL	\$	55,000gal	\$
55gal Drum	DRUM	\$	60 drums	\$
Muriatic / Hydrochloric Acid	GAL	\$	400gal	\$
Calcium Hypochlorite (HTH)	LB	\$	6,500lbs	\$
Sodium Hypochlorite (Bulk)	GAL	\$	350,000gal (WTP)	\$
	GAL	\$	320,000gal (WWTP)	\$
Sodium Hypochlorite (Non-Tanker Delivery)	GAL	\$	8,000gal (WTP)	\$
	GAL	\$	8,000gal (WWTP)	\$
Anti-Scalant	GAL	\$	3,600gal	\$
MircoC2000	GAL	\$	32,000gal (WWTP)	\$
Aluminum Sulfate	GAL	\$	126,000gal	\$
55gal Drum	DRUM	\$	15 drums	\$
Sulfuric Acid	GAL	\$	144,000gal	\$
Poly/Ortho Blend	GAL	\$	3,800gal	\$
Ammonium Hydroxide (18%)	DRUM	\$	54 drums	\$
55gal Drum				

Bidder shall type, or print legibly the Unit Price and Extended Price for each of the items above for which Bidder is bidding. Bidder shall input "No Bid" for any item not included in their submitted Bid Proposal. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid. In the event of a discrepancy between the unit price and extended price entered, the unit price shall prevail.

St. Johns County reserves the right to accept or reject any or all bids, waive minor formalities, and to award one or more bid(s) that best serves the interests of St. Johns County.

SPECIFICATIONS

BID NO: 22-03

Estimated Annual Quantities

The annual chemical usages are estimates only, and the County shall not be bound by these amounts. Quantities are subject to change as necessary to meet the water and wastewater treatment needs of the County.

Sodium Hydroxide (NaOH) – 50% Aqueous Solution

Minimum Delivery: 1,000 gallon bulk deliveries

Estimated Annual Usage: 40,000 gallons

Special Delivery Requirements: None

Description: Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. and certified as being in compliance with AWWA Standard B501-03.

Physical Properties: The 50% Product shall be 49% to 51% solution as measured by titration and/or specific gravity.

Anti-Scalant (AKA Noveon Aqua Feed 600 and Aqua Feed 1025)

Minimum Delivery: Bulk Delivery

Estimated Annual Usage: 3,600 gallons

Special Delivery Requirements: None

Description: Must be Food Grade approved for use in potable water under Rule 555.325 F.A.C. Anti-Scalant is an anionic polyelectrolyte solution for use in reverse osmosis applications to inhibit the formation and growth of alkaline earth carbonate and sulfate scales on membranes.

The size of the bulk tank is 3,600 gallons, however, the Utility Department will order Anti-Scalant when the tank reaches 500 gallons, to prevent them from running out prior to delivery of more Anti-Scalant. Typically, the Utility Department orders Anti-Scalant in amounts of approximately 3,000 gallons.

Current dosage is 5ppm.

Physical Properties: Water white to amber, slightly hazy liquid. No contamination by visual observation.

Bisulfite Liquid or Sodium Hydrogen Sulfite (NaHSO₃) – 38% Aqueous Solution

Minimum Delivery: 800 gallon bulk delivery or 2-4 Drums (55 gal Drums) for the Anastasia Island WWTP

Estimated Annual Usage: 55,000 gallons (Bulk Deliveries)
24 Drums annual usage for Anastasia Island WWTP (only)

Special Delivery Requirements: Vendor shall furnish appropriate equipment to offload the tanker to St. Johns County's bulk storage tank(s). In the event that the Vendor is unable to deliver the product by tanker within five (5) days of the placement of order, Vendor shall, at Vendor's own expense, deliver the bisulfite in either totes or drums and pump the bisulfite into the County's bulk storage tank(s) within the five (5) day period. The Vendor shall reimburse the County for the difference between the bulk delivery price and the price for the County to hire a third party to fill the bulk storage tank(s) from 55gal drums or 300gal totes.

Description: 38% aqueous solution which shall measure 37% to 40% by specific gravity.

Physical Properties: Clear, yellowish liquid with high sulfur smell. Specific gravity is 1.320 (about 11lbs/gallon)

Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Bulk Deliveries

Minimum Delivery: 400 gallons

Estimated Annual Usage: 350,000 gallons (WTP) & 320,000 gallons (WWTP)

Special Delivery Requirements: Bulk Tanker Loads – Delivery time of shipment shall not exceed seventy two hours from the time of manufacture of the liquid sodium hypochlorite.

Description: All sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specifications, the AWWA Standard B300-04 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform the County that NSF or UL certification has been revoked or lapsed within twenty four hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

Physical Properties: Liquid Sodium Hypochlorite delivered under this Specification shall have a minimum of 120 grams per liter (GPL) available chlorine equivalent (AKA 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis. 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. Product shall have a minimum of 0.15% by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide. The suspended solids in the sodium hypochlorite delivered shall be minimized and the shipments delivered shall achieve a filtration time of less than three (3) minutes for 1000ml when applying the “*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*” Method co-developed by Dr. Bernard Bubnis of NovaChem and referenced herein.

<u>Concentration Limits:</u>	Iron	<0.3 mg/L
	Copper	<0.03 mg/L
	Nickel	<0.03 mg/L
	Chlorate	<2,000 mg/L
	Bromate	≤ 20 mg/L

Sodium Hypochlorite (NaOCl) – 12.5 Trade Percent Non-Tanker Deliveries

Minimum Delivery: 55-gallon drum or 300-gallon tank

Estimated Annual Usage: 8,000 gallons (WTP) & 8,000 (WWTP)

Special Delivery Requirements: Delivery locations only have access for 26' long flatbed truck and sodium hypochlorite must be pumped into two 55-gal drums or a small 300-gal tank. Delivery time of shipment shall not exceed seventy two hours from the time of manufacture of the liquid sodium hypochlorite.

Description: All sodium hypochlorite supplied under this contract shall be tested and certified as meeting the Specifications, the AWWA Standard B300-04 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Vendor to inform the County that NSF or UL certification has been revoked or lapsed within twenty four hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract.

Physical Properties: Liquid sodium hypochlorite delivered shall have a minimum of 100 grams per liter (GPL) available chlorine equivalent (AKA 10.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis. 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. The suspended solids in the sodium hypochlorite delivered shall be minimized and the shipments delivered shall achieve a filtration time of less than three (3) minutes for 1000ml when applying the “*Suspended Solids Quality Test for Bleach Using the Vacuum Filtration*” Method co-developed by Dr. Bernard Bubnis of NovaChem and referenced herein.

Calcium Hypochlorite or HTH (Granular CaOCl) – 100 lb Pail

Minimum Delivery: Two 100lb Pails

Estimated Annual Usage: 6,500 lbs

Special Delivery Requirements: Vendor must have forklift or pallet jack for pallet delivery and drum dolly with lift gate.

Description: Must be Commercial Grade, ANSI/NSF-60 approved for use in potable water and certified to meet AWWA Standard B300-04.

Physical Properties: A granular white substance that is soluble in water, which contains 60% available chlorine by weight.

Anhydrous Ammonia (NH₃) – Bulk Storage Tank

Minimum Delivery: 5,000 lbs

Estimated Annual Usage: 26,000 lbs

Special Delivery Requirements: Shipped and stored as liquefied compressed gas via tanker. When filling the un-insulated bulk storage, DOT regulations only permit filling tank to a maximum 87.5%. Filling must be stopped at the first sign of ice forming on the outside of the tank.

Description: Chemical compound formed by combination of two gases (hydrogen and nitrogen) and exists in gaseous form at atmospheric pressure. Must be Refrigeration Grade approved for use in potable water in Rule 555.325 F.A.C. Product must be of domestic manufacture.

Vendor must provide the required storage tank for the Anhydrous Ammonia, to remain at the CR214 WTP throughout the duration of the Contract. The tank shall remain the property of the Vendor, and shall be the responsibility of the Vendor to maintain, repair, or replace as needed.

The tank shall be a one thousand gallon (1,000gal) tank, with an outer diameter of forty one inches (41'), with a length of one hundred ninety three and one half inches (193 ½'). The tank must also be double-walled to ensure the quality of the ammonia being stored, and to prevent leakage.

Physical Properties: 99.9% pure as NH₃

Hydrochloric Acid (HCl) (AKA Muriatic Acid) – 31.5% Aqueous Solution

Minimum Delivery: Two 15gal drums (AKA Deldrums)

Estimated Annual Usage: 400 gallons

Special Delivery Requirements: Vendor must have a lift gate and drum dolly for delivery.

Description: Clear, colorless or slightly yellow liquid with pungent odor. Commercial grade approved for use in potable water under Rule 555.325 F.A.C.

Physical Properties: Product shall be Technical Grade, 31% minimum (20 degree Baume). Maximum Iron Concentration 8ppm

At the CR214 Mainland WTP they lower the acid to the pH of the RO feed which is 5.8.

MircoC2000

Estimated Annual Usage: 32,000 gallons WWTP

Special Delivery Requirements:

1. All deliveries shall be made between 7:00 AM and 3:00 PM, Monday to Friday, unless approved otherwise by the County. Totes used to haul the supplemental carbon shall either be dedicated to the supplemental carbon source or cleaned prior to loading to assure that cross contamination with other products does not occur.
2. With each delivery provided under the contract, the supplier must provide a Certificate of Analysis (COA) that includes, at minimum; point of origin, batch date, specific gravity, pH, COD value and color and odor check.
3. If a delivery of supplemental carbon does not meet the specifications contained herein, it will be promptly removed from the County’s bulk storage tank and replaced at no additional cost to the County.

Description: The **Vendor/Manufacturer** shall supply supplemental carbon, manufactured to meet the product specifications contained herein. Adherence to the recommended product specifications is critical to ensure consistent denitrification and/or biological phosphorous removal for projects with very stringent effluent quality requirements.

Submittals:

1. The **Vendor** shall furnish shop drawings and/or technical data sheets to demonstrate compliance with the specifications. The submittals shall include the following:
 - The address for the intended location of manufacture and any alternative locations that could be utilized for production.
 - At least one year of quality control sampling data that demonstrates that the supplemental carbon source being supplied is consistent in quality. Quality control data must represent all production of the product and shall include measurements of 1) Chemical Oxygen Demand (COD), 2) specific gravity, 3) viscosity at 20 C (in centipoises), 4) pH, 5) percent fatty acid by weight and 6) percent methanol by weight. No less than one sample should be provided for every 200,000 lbs of product produced. For each of the six parameters, no less than 95% of the reported values shall deviate from the table in section F.1. Insufficient data, missing data or poor results will be grounds for deeming the vendor non-responsible.
 - Cross contamination of the supplemental carbon source should be strictly avoided by the vendor and/or manufacture. The vendor and/or manufacture is required to submit a statement on company letterhead describing the measures that are utilized to avoid cross contamination with other products.
 - In order to demonstrate performance history, supplier shall submit a list of at least five (5) current users of its product as references. Information shall include plant name, contact name, phone number and e-mail address.
 - In order to demonstrate performance history, supplier shall list any contracts that have been unfulfilled or terminated in the past three (3) years due to poor performance or product quality issues.
 - The supplier shall submit one 250 mL sample of three different lots for evaluation if requested by the County, following bid submission.

Glycerin Based Supplemental Carbon Specification:

1. Glycerin based supplemental carbon products shall be manufactured to meet the most stringent product specifications.
2. All glycerin based supplemental carbon sources shall adhere to the following specifications:

Parameter	Specification	Methodology	Method Detection Limit
Appearance	free of settled or floating matter	ASTM E2680-09	1 mm
Glycerin Content % wt/wt	68-72%	AOCS Ea 6-94	40.0-100.0%
Methanol Content %	0.1%, max	EN 14110	0.01%

wt/wt			
Fatty Acid Content % wt/wt	0.6%, max	ASTM D5555-95	0-100%
Ash Content % wt/wt	10.0%, max	AOCS Ca 11-55	0-100%
MONG %	3.0%, max	IUPAC 3.A.6	0-100%
Specific Gravity @20C	1.215-1.235	ASTM D891-09	1.180-1.250
pH (SU)	4.0-11.0	ASTM E70	1.0 to 13.0
Viscosity cPs @ 20C	< 50 cPs	ASTM D2196-10	1 cPs
Viscosity cPs @ 15C	< 75 cPs	ASTM D2196-10	1 cPs
Viscosity cPs @ 10C	< 100 cPs	ASTM D2196-10	1 cPs
Viscosity cPs @ 5C	< 125 cPs	ASTM D2196-10	1 cPs
Viscosity cPS @ 0C	< 150 cPs	ASTM D2196-10	1 cPs
Solubility in Water	99.0%, min	ASTM E1148-02	0-100%
Debris/Trash/Particle Size	15 micron, max	ASTM E11-09e1	Pass/Fail
VOC Content % wt/wt	1.0%, max	EPA 8260B	Varies by Compound
Freezing Point	0°F, max	ASTM D1177-07	-49°F
Flash Point	None	ASTM D93-12	40-360°C
COD Value (mg/L)	Minimum 1,000,000	ASTM D1252 (HACH 8000)	20,000 – 3,000,00 *Includes Dilution Factor
sCOD/Total COD	≥ 87%	WERF NUTR1R06B	0.7 %
rbCOD/Total COD	≥ 85%	WERF NUTR1R06B	0.7 %
BOD5/Total COD	≥ 80%	SM 5210 B	BOD5/Total COD
ToxiCounty	None	SM 2710 B (Modified)	Pass/Fail
NFPA Rating	Health=1, Flammability=1, Reactivity=0	N/A	N/A

3. Crude glycerin will not be approved under any circumstances for use as a supplemental carbon source. The County is concerned about the impacts crude glycerin could have on existing tanks, pumps, piping and on the treatment process. Glycerin shall be considered crude if it is a byproduct of biodiesel production and it has any of the following attributes:

- It is not normally refined/processed to consistently meet the specification stated in the Table in Section F.1.
- It has not been directly marketed as a supplemental carbon source for more than a year.
- It does not have more than 1 year history being utilized as a supplemental carbon source in at least 5 plants with more than 1mgd flow.

Aluminum Sulfate (Al₂SO₄) – 48.5% Aqueous Solution

Minimum Delivery: 3,000 gallons (bulk or drums)

Estimated Annual Usage: 126,000 gallons; and 15 – 55gallon drums

Special Delivery Requirements: Tanker loads shall be partial deliveries; Vendor must have a truck lift-gate and barrel dolly for 55gallon drum deliveries.

Description: Must be Commercial Grade approved for use in potable water under Rule 555.325 F.A.C. 48.5% by weight Liquid Solution (17% by weight on dry ton basis)

Physical Properties: Clear, light green or amber odorless liquid

Sulfuric Acid (H₂SO₄) – 93% Aqueous Solution

Estimated Annual Usage: 144,000 gallons

Minimum Load Amount per Delivery: 2,500 gallons

Maximum Load Amount per Delivery: 5,000 gallons

Special Delivery Requirements: None

Description: Commercial Grade approved for use in potable water under Rule 555.325 Florida Administrative Code

Physical Properties: Product shall be Technical Grade, 93.19% minimum and 96% maximum (66 degree Baume), and shall contain no more than 17 ppm iron.

Poly/Ortho Blend

Estimated Annual Usage: +/- 3,800 gallons (Sixty five (65) 55gal drums per year)

Special Delivery Requirements: Vendor supplied delivery trucks must be equipped with a lift gate, or other appropriate means for the driver to unload drums at each delivery location.

Use: Orthophosphate content forms a film on metals to reduce corrosion. Polyphosphate content sequesters iron, manganese and calcium which reduces staining.

Physical Description: Clear, colorless liquid with no foreign odor

Maximum Use Level: 27.7 mg/l

<u>Properties:</u>	Specific Gravity @ 25°C/15.5°C	1.36
	Phosphate Content (as PO ₄)	36%
	Polyphosphate Content (as PO ₄)	27%
	Orthophosphate Content (as PO ₄)	9%
	Lbs per gallon	11.4

Ammonium Hydroxide 18%;

Estimated annual usage: 2,978 GALS (NE WTP)

Description:

Appearance: Clear, colorless. Free turbidity and free of visible foreign matter

Chemical Formula: NH₄OH

Odor: Highly pungent

Synonyms: Aqua Ammonia, ammonia Liquor

Molecular Weight: 35.04

CAS#: 1336-21-6

Shelf Life: 365 days

Storage recommendations: 55 – 95degrees, vented

DELIVERY REQUIREMENTS

For all purchased chemicals, the Vendor shall make regular deliveries within three (3) calendar days after receipt of order, and shall make emergency deliveries within twenty four (24) hours. For the purposes of this bid, emergency deliveries are

any deliveries necessary in order to prevent the County from running out of a particular chemical in less than twenty four (24) hours. When an emergency order is placed, the County shall notify the Vendor that it's an emergency order and provide the amount required to be delivered to satisfy that emergency and confirm the required delivery date, product, amount required and place of delivery. The County shall make every possible effort to minimize the number of emergency deliveries.

The County reserves the right to change the quantity of a chemical ordered and the date of delivery at its discretion with a twenty four (24) hour written notice to the Vendor if the delivery has not being shipped. Written notice can be in the form of an email or facsimile to the Vendor from the SJC Utility Department Point of Contact.

All deliveries under this contract shall be freight prepaid, FOB to the respective St. Johns County Facility.

Delivery time of day shall be arranged upon placement of order and shall be between the hours of 8:00AM and 3:00PM, Monday through Friday, with the exception of legal holidays, unless otherwise agreed upon by the County authorized receiving personnel. Deliveries made to unmanned facilities must be coordinated with the County to provide the driver with access to the facility. All delivery personnel must be equipped with cellular phones to facilitate deliveries to unmanned and manned facilities.

All bulk deliveries shall be made by properly cleaned carrier tank trucks to the location(s) specified herein.

Packaging and shipment of all chemicals shall conform to all current regulations of the State of Florida, the United States Department of Transportation and any and all other applicable regulatory agencies.

The Vendor shall be responsible for pumping all bulk deliveries into the storage tanks at the specified delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc required to safely and efficiently offload the chemicals into designated storage tanks. The Vendor 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).

The Vendor shall be responsible for the cleanup of any spills resulting from the failure of the Vendor's, or Vendor-supplied, equipment or from failure of the 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. The County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking.

The tanks or trailers used by the Vendor to make deliveries shall be clean and free of residue that may contaminate the Vendor's product or impede the offloading process. It is the responsibility of the Vendor to verify the cleanliness of the transporting equipment prior to loading the tank or trailer. All appurtenant valves, pumps, and discharge hoses used for the delivery of chemicals shall be supplied by the Vendor and shall be clean and free from contaminating material. The County may reject a load if the equipment is not properly cleaned. The Vendor shall furnish the County with an approved, leak-free connection device between its trailer or tanks and the County's intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled chemical. If the spill is not cleaned up, the County reserves the right to hire a certified hazardous material handling company to clean up the spill, and the cost of such service shall be charged to the Vendor and deducted from the amount due to the Vendor for delivery of the chemical. If the County's unloading equipment such as pipe, valves, or level indication and alarms should fail and the spillage is not the fault of the Vendor, or Vendor-supplied personnel or equipment, the Vendor shall be relieved of responsibility for the cleanup of the spill.

For deliveries requiring a forklift, the Vendor shall ensure that its equipment is in good working shape with no oil leaks and that its driver is properly trained in accordance with all applicable OSHA regulations on the safe operation of the forklift.

Due to security and safety concerns, all delivery vehicle drivers must be U.S. citizens and have a proper commercial driver's license with a Hazardous Material endorsement. Vendor supplied drivers shall display driver's license at all times during transportation of chemicals for the County. In addition, and at the County's discretion, the Vendor shall supply the County with a CD with digital photographs of all delivery drivers with names imposed and shall send out an updated CD within twenty four hours (24hrs) of any changes to personnel. The County shall use the CD to verify whether the driver is actually

an employee of the Vendor. Failure to show proper license or failure of driver to be listed on the CD provided to the County shall result in rejection of delivery and subsequent possible termination of the contract agreement.

Shipments shall be rejected which fail to meet with any of the requirements described herein. In the event a shipment is rejected, the Vendor shall be required to send a replacement shipment to the affected location within four (4) hours of notification by the County. Failure to provide a replacement shipment that meets the requirements within the specified period of time shall constitute termination of the contract agreement.

DELIVERY LOCATIONS

Delivery locations are subject to change as necessary to meet the water and wastewater treatment demands of the County.

Split deliveries to multiple locations shall be coordinated and accepted by the County, when possible, to encourage economical delivery of product via bulk tankers dependent upon storage capabilities at the time of delivery. However, the Vendor shall be required to deliver the Minimum Delivery Required amount.

The Delivery locations and addresses are listed below for Reference. These locations are subject to change.

Anastasia Island WWTP 860 W 16 th Street St. Augustine, FL 32080	SR 16 & I 95 WWTP 3000 Industry Center Drive St. Augustine, FL 32084	Mainland-207 WWTP 4428 Golf Ridge Drive Elkton, FL 32033	214 Mainland WTP 2160 Water Plant Road St. Augustine, FL 32092
Northwest Booster Station (World Golf Village) 3390 International Golf Pkwy St. Augustine, FL 32092	Northeast Booster Station 326 Van Gogh Cir Ponte Vedra Beach, FL 32081	Marsh Landing WTP 25570 Marsh Landing Pkwy Ponte Vedra, FL 32082	Northeast WTP 326 Van Gogh Cir. Ponte Vedra, FL 32081
Players Club WWTP 555 Dyes Valley Rd Ponte Vedra Beach, FL 32082	Sawgrass WWTP & WTP 10042 Sawgrass Drive W Ponte Vedra, FL 32082	Innlet Beach WTP 601 Palmera Drive Ponte Vedra, FL 32082	SJC Utility Warehouse 2104 Arc Dr. St. Augustine, FL 32084
Plantation WTP 105 Tabby Lane Ponte Vedra, FL 32082	Bartram Oaks WTP 412 Treaty Oak Lane St. Augustine, FL 32092	Marsh Landing WWTP 166 Marsh Cove Drive Ponte Vedra Beach, FL 32082	Bartram Oaks WWTP 506 Majestic Oaks Pkwy St. Augustine, FL 32092
Northwest WWTP 3450 International Golf Parkway St. Augustine, FL 32092		Fruit Cove WTP 1282 Fruit Cove Drive S Jacksonville, FL 32259	

All products are not used at all plants. See below for product distribution.

Sodium Hypochlorite (Bulk Delivery): CR214 Mainland WTP, NW Booster Station, NE Booster Station, Plantation WTP, Sawgrass WTP, Anastasia Island WWTP, SR16 WWTP, SR207 WWTP, Marsh Landing WWTP, Players Club WWTP, and Sawgrass WWTP.

Sodium Hypochlorite (Non-Tanker Delivery): Bartram Oaks WTP, Bartram Oaks WWTP.

Sodium Hydroxide: CR214 Mainland WTP

Anti-Scalant: CR214 Mainland WTP

Anhydrous Ammonia: CR214 Mainland WTP

Sodium Bisulfite: Anastasia Island WWTP, Sawgrass WWTP

Calcium Hypochlorite (HTH): At SJC Utility Warehouse (2104 Arc Drive)

Muriatic Acid: CR214 Mainland WTP
MicroC2000: Northwest WWTP
Aluminum Sulfate: Anastasia Island WWTP, SR16 & I-95 WWTP
Sodium Hypochlorite: All Locations
Sulfuric Acid: CR214 Mainland WTP
Poly/Ortho Blend: Marsh Landing WTP, Sawgrass WWTP & WTP, Plantation WTP
Ammonium Hydroxide: Northeast WTP

QUALITY ASSURANCE, SAFETY & TRAINING

Sodium Hypochlorite Sampling & Testing: All Sampling & Testing shall be in accordance with EPA and AWWA B300-99 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 www.powellfab.com.

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 through an Addendum to the Bid, or Amendment to the Contract signed by both parties.

NovaChem Laboratories (formerly Novatek) 5172 College Corner Pike P.O. Box 608 Oxford, Ohio 45056 (513) 523-3605 – P (513) 523-4025 – F	Thornton Laboratories 1145 East Cass Street Tampa, FL 33602 (813) 223-9702 – P (813) 223-9332 - F Attn: Steve Thickett
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Sampling and Testing Prior to Unloading: The Vendor’s delivery trailer shall have a sample port to provide a sample for analysis prior to hooking up and unloading the trailer. At the sole discretion of St. Johns County, the Vendor’s delivery personnel (driver) may be asked to provide a sample of the chemical that it is delivering before the shipment is unloaded. St. Johns County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to St. Johns County. The sample shall be considered representative of the lot. St. Johns County reserves the right to subject samples of the chemical to quick analyses to ensure that it meets basic conditions of the Specification with respect to specific gravity and for sodium hypochlorite (weight percent, impurities, sodium hydroxide and suspended solids).

Any lot tested by St. Johns County that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for any chemical or delivery charge for said product that is rejected. The Vendor or its subcontractors shall allow 60 minutes for this testing to be completed. St. Johns County may also choose, at any time, to utilize one of the approved testing agencies listed in this specification to analyze a sample of the liquid sodium hypochlorite delivered. If testing cannot be completed within the 60-minute period, St. Johns County shall allow the Vendor to unload the shipment.

In the event that the load is rejected, the Vendor shall have four (4) hours to supply another shipment. In the event that the Vendor is unable or unwilling to supply another shipment within this time period, St. Johns County has the right to procure a shipment from another source. Three (3) rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Vendor’s supply contract with St. Johns County.

Sampling and Test of Shipment After Unloading: St. Johns County reserves the right to subject samples of any delivered chemical to complete analyses to ensure that it meets the Specification. Three failures during any period of this contract shall constitute automatic termination of the Vendor's supply contract with St. Johns County.

Certified Analysis: Vendor shall supply an affidavit, signed by a corporate designated official, certifying that the chemical furnished by the Vendor, complies with all applicable requirements of this Specification. Each bidder must have a Certificate of Analysis from one of the approved labs included in the Bid, or must request approval of an alternate lab in order for the Certificate of Analysis to be accepted. The request must be in writing, and must be submitted to the County no less than seven (7) days prior to the due date of the bids.

Manufacturer's Laboratory Delivery Reports: A certified report from the manufacturer shall be submitted for each chemical delivery to the St. Johns County. Additionally, the sodium hypochlorite report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by St. Johns County unless accompanied by said certified laboratory report for the specific batch of chemical delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between St. Johns County and Vendor.

Sodium Hypochlorite Tank Cleanings: At any time during the performance of this Agreement, if St. Johns County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Vendor shall cleanout the tank at no charge to St. Johns County within seven (7) days, unless such timeframe is extended by St. Johns 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 Vendor shall submit a procedure to St. Johns 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 St. Johns County. When the tank has been properly cleaned, the Vendor shall refill the tank with clean, fresh sodium hypochlorite at no cost to St. Johns County. Failure of the Vendor to cleanout the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by St. Johns County) shall be cause for immediate termination of the sodium hypochlorite supply between St. Johns County and the Vendor.

OCCUPATIONAL HEALTH AND SAFETY

Vendor Safety Requirements: Vendor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Vendor 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.

Vendor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Vendor 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 Vendor delivery personnel to contain leaks and to report any and all spills.

Material Safety Data Sheets: In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Vendor, 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, corrosivity 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, 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

Emergency Plan of Action and Safety Training: Within 30 days of award and acceptance of the contract for the supply of any chemical, the Vendor shall provide in writing, an emergency contingency plan, with appropriate telephone contacts, for St. Johns County to follow in case an emergency supply of chemicals are needed. The Vendor shall supply in writing, an emergency spill response plan with appropriate emergency response personnel names (to include at least two degreed engineers) and telephone contact numbers (24-hour contact numbers) within 30 days of award and acceptance of the contract to supply any chemical listed hereunder. 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 Vendor. This section in no way relieves the Vendor 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 Vendor 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 Vendor's personnel, equipment or method of delivery, Vendor 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 Vendor caused spills or releases shall be the sole responsibility of Vendor. The Vendor shall indemnify and hold St. Johns County harmless for any failure to properly report and /or comply with this provision. In addition, Vendor shall bear all expenses of spills, unless caused by the sole negligence of St. Johns County.

Safe Handling Training: The Vendor shall provide an appropriate safe handling training course for any chemical that it supplies within the first month of the contract, to all current St. Johns 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 Vendor shall provide this assistance at no charge to St. Johns County.

Technical Assistance: The Vendor shall provide technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge's produced by the application of its chemical in the water treatment or wastewater treatment process. The Vendor shall provide this assistance at no charge to St. Johns County.

FOURTH ADDENDUM TO PROVISION OF SERVICES AGREEMENT

THIS FOURTH ADDENDUM, is made and entered into on the 26th day of January, 2026, effective retroactively to January 27, 2025, by and between the South Central Regional Wastewater Treatment and Disposal Board, with offices located at 1801 North Congress Avenue, Delray Beach, Florida, 33445, hereinafter referred to as the "BOARD" and Beatrice E. Good, P.A., a registered Florida Profit corporation, with mailing address of 2855 Monroe Street, Hollywood, Florida 33020, hereinafter referred to as the "CONTRACTOR", both of whom agree that the current Provision of Services Agreement made and entered into by and between the parties on the 15th day of January, 2021, effective as amended by Fourth Addendum to January 27, 2025, is hereby amended in the following manner:

Section 1: Section 2. **Scope of Services: Effective Date; Term.** is hereby amended to read as follows:

2. Scope of Services: Effective Date; Term

The CONTRACTOR will provide finance administration services for the BOARD as the Finance and HR Administrator under the direction and supervision of the Director for the BOARD, including but not limited to:

- All functions normally associated with the operation and direction of a special district finance department and Human Resources duties as outlined in Exhibit A: Scope of Services.
- The term of this Agreement begins upon the date of the execution of this Agreement by both parties and is effective for one (1) year, unless terminated earlier by the parties.

Section 2. Section 5. **Compensation.** is hereby amended to read as follows:

5. Compensation

The CONTRACTOR agrees to an annual fee of \$99,216. The annual fee shall be payable in equal monthly installments on the 1st of each month. The total and cumulative amount of this contract shall not exceed the amount annually budgeted for these services. The Board may consider fee adjustments based on market conditions or anticipated work performance. Any approved fee adjustment will be evidenced in the Board's adopted or amended fiscal year budget.

Section 3: This Fourth Addendum shall be attached to the current Provision of Services Agreement with the CONTRACTOR which was entered into by and between the parties on January 15, 2021, and shall become a part thereof. All other sections of the current Provision

of Services Agreement, as amended, shall remain in full force and effect as set forth in that Agreement and there shall be no changes to that Agreement with the exception of those items specifically set forth in the Fourth Addendum dated January 26, 2026, and retroactively effective to January 27, 2025.

Further, the parties agree as follows:

A. This Fourth Addendum shall be binding upon and shall ensure the benefit of the heirs at law and executors of CONTRACTOR.

B. This Fourth Addendum shall be retroactively effective through January 27, 2025.

C. If any provision or any portion contained in this Fourth Addendum is deemed, invalid, or unenforceable, the remainder of this Fourth Addendum, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

D. For and in consideration of the mutual covenants contained herein and other good and valuable considerations, the sufficiency of which is hereby acknowledged, the parties hereby agree that this Fourth Addendum shall be attached to the current Provision of Services Agreement and shall become a part thereof.

IN WITNESS WHEREOF, the South Central Regional Wastewater Treatment and Disposal Board, Florida has caused this Fourth Addendum to be signed and executed on its behalf by its director, and the CONTRACTOR has signed and executed this Fourth Addendum, both in duplicate.

WITNESSES

CONTRACTOR: BEATRICE E. GOOD, P.A.

Witness 1

Beatrice E. Good, President

Witness 2

WITNESSES:

**SOUTH CENTRAL REGIONAL WASTEWATER
TREATMENT AND DISPOSAL BOARD**

Witness 1

Doug Levine, Director

Witness 2

Exhibit “A” — Scope of Services

Accounting Function

- Maintain the Board’s general ledger, ensuring timely updates, reconciliations, and reviews of all financial transactions for accuracy and completeness.
- Prepare monthly Accounts Receivable invoices in accordance with adopted rates. Process payments efficiently and pursue collection of any delayed payments to maintain a healthy cash flow.
- Process Accounts Payable weekly, ensuring proper internal controls and adherence to all payment authorization procedures, including any fraud prevention measures required by the Board’s banking institution.
- Prepare biweekly payroll, addressing all payroll-related inquiries regarding deductions, pay rates, differentials, and related matters. Prepare and file quarterly wage reports with the Department of Revenue.
- Maintain the Board’s fixed asset ledger in compliance with GASB 34 requirements.
- Prepare all necessary journal entries to adjust general accounts promptly and accurately.
- Regularly analyze budget-to-actual performance and review significant variances with management.
- Prepare comprehensive, unaudited monthly financial statements, including but not limited to:
 - Balance Sheets for each fund
 - Revenue and Expense Statements for each fund with budget-to-actual comparisons
- Annually prepare and file IRS Form 1099 for independent contractors providing services to the Board.
- Ensure compliance with Florida record retention laws applicable to Board accounting records, maintaining all documentation for the required statutory periods.

Budget Function

- Prepare the annual budget in accordance with guidelines established by the State of Florida for Special Districts, as well as the financial reporting requirements set forth in Florida Statutes §§ 218.32 and 218.39.

Auditing Function

- Prepare all schedules and supporting workpapers required by independent auditors.
 - Collaborate with auditors to achieve a clean audit opinion with no management letter comments.
-

Human Resources Function

- Oversee employee compensation and ensure compliance with applicable local, state, and federal employment regulations.
- Enforce all policies contained within the Board's Personnel Handbook, ensuring employee understanding and compliance. Periodically update the handbook to reflect changes in law or organizational needs.
- Administer and maintain accurate records of employee and employer contributions to the Board's retirement plan.
- Track and maintain accurate records of paid time off (PTO) accruals in accordance with the Personnel Manual.
- Prepare all schedules and supporting workpapers required by independent Workers Compensation auditors.
- Assist the Director in conducting annual employee evaluations and performance reviews.

PROVISION OF SERVICES AGREEMENT

This Agreement, entered into this 15th day of January, 2021, effective January, 21, 2021, by and between the South Central Regional Wastewater Treatment and Disposal Board, with offices located at 1801 North Congress Avenue, Delray Beach, Florida, 33445, hereinafter referred to as the "BOARD" and Beatrice E. Good, P.A., a registered Florida Profit corporation, with mailing address of 2855 Monroe Street, Hollywood, Florida 33020, hereinafter referred to as the "CONTRACTOR".

WHEREAS, the BOARD has determined it to be in the best interests of the BOARD to enter into a contract for the provision of certain part-time finance administration services; and

WHEREAS, since CONTRACTOR has agreed to provide the required part-time services under the same terms and conditions as needed by the BOARD; and

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments set forth, BOARD and CONTRACTOR agree as follows:

- 1. Recitals:** The above recitals are true and correct.
- 2. Scope of Services: Effective Date; Term**

CONTRACTOR will provide part-time finance administration services for the BOARD as part-time Finance Administrator under the direction and supervision of the Plant Manager for the BOARD; and CONTRACTOR is expected to work approximately 16 hours or less per week for the duration of the Agreement. It is understood by the parties that there will be some variability to the hours spent each week depending upon the specific financial matters being addressed by the CONTRACTOR. The term of this Agreement begins upon the date of the execution of this Agreement by both parties and is effective for one (1) year, unless terminated earlier by the parties as set forth in paragraph 6 hereinbelow. Such initial term may be extended for additional, one (1) year renewal terms by mutual, written agreement between the parties in the form of an addendum to this agreement.

CONTRACTOR agrees BOARD and CONTRACTOR shall regularly discuss at mutually agreed upon times the concerns of either party related to the services being offered by CONTRACTOR.

3. Location

CONTRACTOR will provide such services either onsite or remotely, as agreed upon by the parties at the rates set forth in paragraph 5 hereinbelow. CONTRACTOR will be reimbursed for mileage, if duties require CONTRACTOR to travel away from the BOARD's location, at a rate equivalent to the City of Boynton Beach's policy for such travel.

4. Scheduling

The Plant Manager will determine the scheduling of any onsite services so as to not disrupt the BOARD's provision of wastewater services. Such scheduling will also be in conformance with terms previously agreed upon by the parties unless both parties mutually agree to other scheduling terms.

5. Compensation

CONTRACTOR agrees to accept \$75.00 per hour for these services and such annual compensation rate is therefore set as \$62,400.00 during the initial term of this agreement; and the monthly compensation paid to CONTRACTOR will be \$5,200.00 based upon this annual rate. It is expressly understood that no additional compensation other than what is stated herein shall be provided by the BOARD.

6. Termination of Agreement; Notices

Either party upon thirty (30) days' notice to the other party, via hand delivered or certified mail, may terminate this agreement:

BOARD: South Central Regional Wastewater Treatment and Disposal Board
1801 North Congress Ave.
Delray Beach, Florida 33445

Attn: Doug Levine, Plant Manager

CONTRACTOR: Beatrice E. Good, P.A.
2855 Monroe Street
Hollywood, Fl. 33022

Attn: Bea Good (954-205-2675)
beatricegoodpa@gmail.com

7. Independent Contractor

It is specifically understood that the CONTRACTOR is an independent contractor and not an employee of the BOARD. The BOARD and CONTRACTOR agree that this agreement is not a contract of employment and that no relationship of Employer/Employee or Principal/Agent is or shall be created hereby nor shall hereafter exist by reason of the performance of the services herein provided.

8. Indemnification

CONTRACTOR shall at all times hereafter indemnify and hold harmless the BOARD, its agents, servants, and employees, from any and against any claim, demand, or cause of action of whatsoever kind of nature, arising out of error, omission, negligent act, conduct, or misconduct of CONTRACTOR, in the performance of services under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, *Florida Statutes*. In no case whatsoever shall such limits extend beyond \$200,000 for any one person or beyond \$300,000 for any judgment which, when totaled with all other judgments, arises out of the same incident or occurrence. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions.

9. Inspector General and Public Records

This Agreement is subject to the terms of the Palm Beach County Code, Sections 2-421 – 2-440 concerning the Office of Inspector General, along with Section 119.0701, *Florida Statutes*, as if such sections were fully set forth herein. See **Attachment "A"** attached hereto and incorporated herein for procedures to be followed under public records requests. All original papers, reports and other documents that result from the provision of services hereunder shall be the property of the BOARD. The CONSULTANT may retain a copy of said documents. Upon termination of this Agreement, or upon request of BOARD during the term of this Agreement any and all such documents shall be delivered to the BOARD by CONSULTANT.

10. Assignments

CONTRACTOR shall not transfer or assign the performance of services called for in the Agreement without prior written consent of the BOARD.

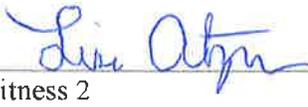
- 11.** The laws of the State of Florida shall govern this Agreement. Any and all legal action necessary to enforce this Agreement will be held in Palm Beach County. Each party expressly waives the right to a trial by jury.

12. Amendments

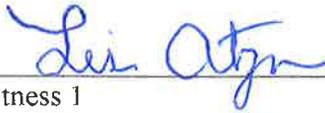
No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

WITNESSES


Witness 1

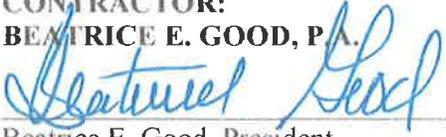

Witness 2

WITNESSES:


Witness 1


Witness 2

CONTRACTOR:

BEATRICE E. GOOD, P.A.

Beatrice E. Good, President

**SOUTH CENTRAL REGIONAL
WASTEWATER TREATMENT AND
DISPOSAL BOARD**


Doug Levine, Plant Manager

ATTACHMENT "A"

Pursuant to Sec. 119.0701, *Florida Statutes*, the CONTRACTOR must conform to the following public records requirements or be subject to penalties under Sec. 119.10, *Florida Statutes*, if CONTRACTOR fails to provide public records, within a reasonable time, upon request from the South Central Regional Wastewater Treatment and Disposal Board (the "Board") :

1. 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:

Telephone: 561-272-7061

Email: LATZMON@SCRWWTP.ORG

**Address: LISA ATZMON, ADMINISTRATIVE ASSISTANT
1801 NORTH CONGRESS AVENUE
DELRAY BEACH, FLORIDA 33445**

2. The Contractor must comply with Public Records Law and **agrees to:**
 - a. **Keep and maintain** public records required by the Board;
 - b. **Provide** the Board with a copy of the requested records or **allow** records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.s. or as otherwise provided by law, if requested to do so by the Board's Executive Assistant;
 - c. **Ensure** that public records that are exempt or which are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract and following completion of the contract, if the CONTRACTOR does not transfer the records to the Board at the end of the contract;
 - d. **Transfer** at no cost to the Board all public records in possession of the CONTRACTOR or keep and maintain public records required by the Board, however, if CONTRACTOR transfers the public records to the Board at the completion of the contract, CONTRACTOR shall destroy any public records that are exempt or confidential and exempt under Public Records law;
 - e. **Meet** all applicable requirements for retaining public records if CONTRACTOR keeps and maintains public records after completion of the contract;
 - f. **Provide** all records stored electronically to the Board upon request of the Board's Executive Assistant, in a format that is compatible with the Board's information technology system.
3. All requests for inspection and copying of public records relating to the Board's contract for services must be made directly to the Board which shall notify the CONTRACTOR if the Board does not possess the records.



Director's Report

FOR SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT AND DISPOSAL BOARD ("SCRWTDB")

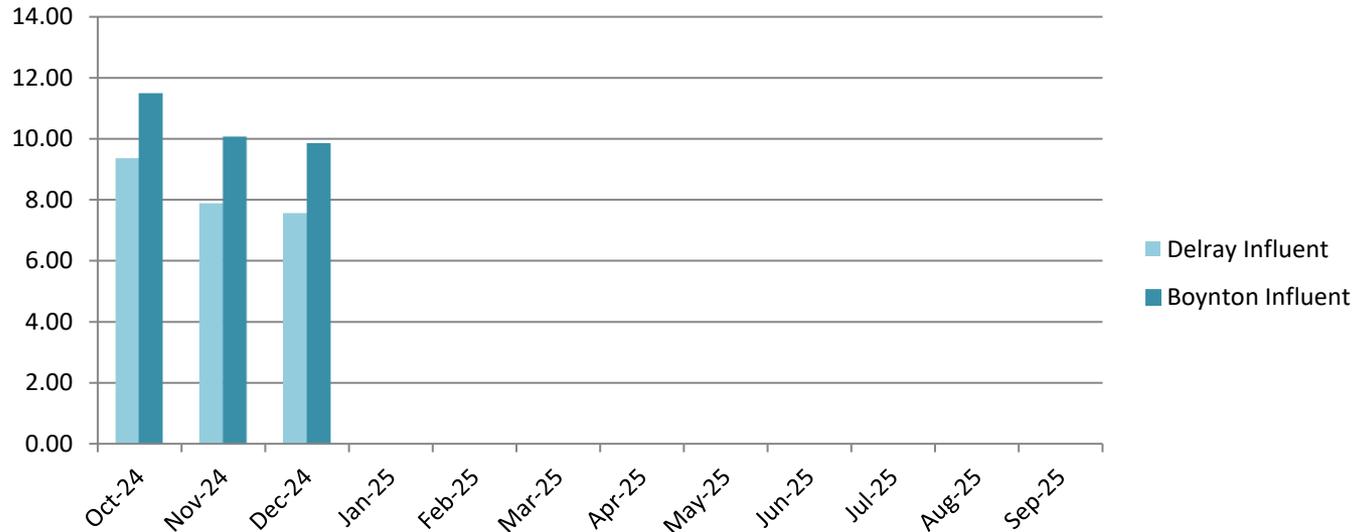
Doug Levine

Director

January 26, 2026



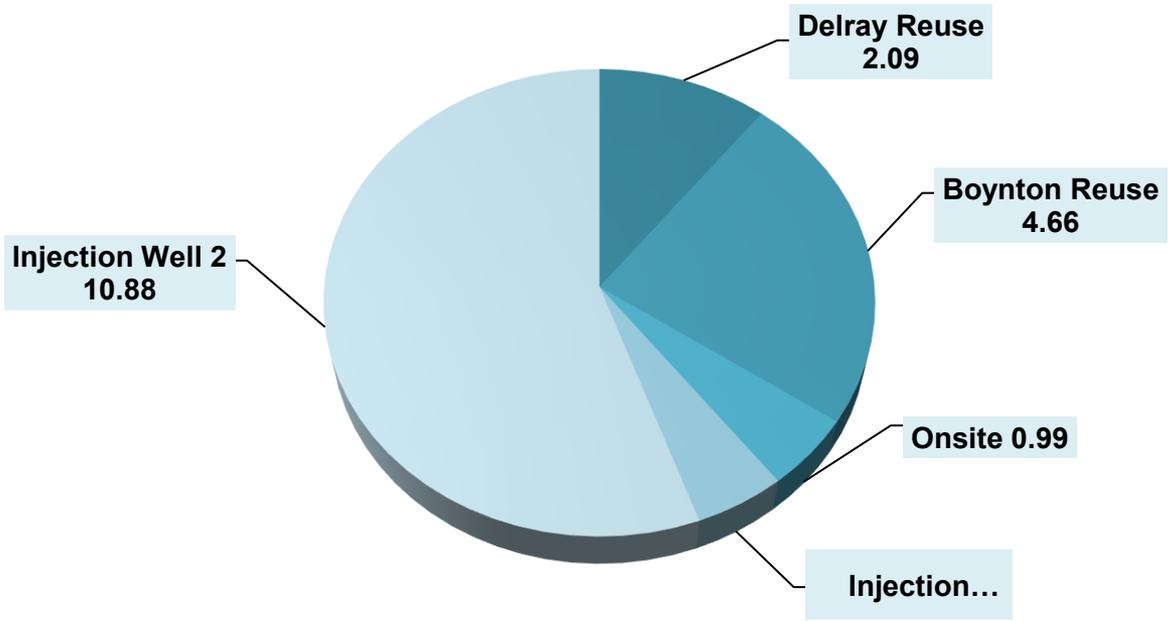
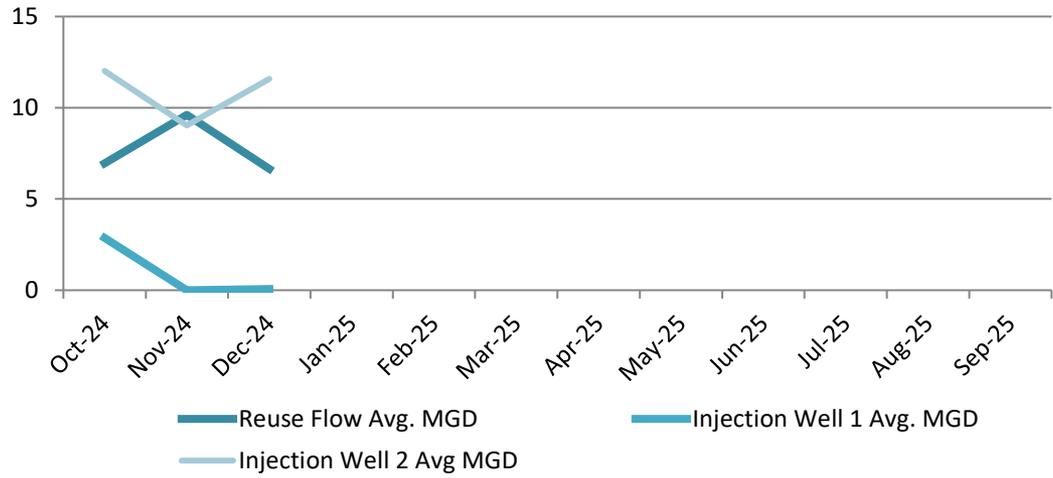
Influent Flows



Projected Annual Flow 17.5 MGD
Current Annual Flow 18.72 MGD
Plant Capacity 24.0 MGD
Plant Capacity Used % 78 PERCENT



Effluent Discharge and Disposal





Plant Process Efficiency

Limits for Operating Permits Annual							
Description	Average Flow MGD	Influent TSS (Avg.)	Reuse TSS (Avg.)	Percent Removal	Influent CBOD (Avg.)	Reuse CBOD (Avg.)	Percent Removal
FY 2023/24	18.72	272.00	1.04	99.6%	126.84	3.39	97.3%
Permit Limit	24.0	-	5 mg/L	-	-	20 mg/L	-

October 2026 – December 2026 EXCEEDANCES	
TSS	1
CBOD	0
FECAL	2

- Fecal Exceeded in both max amount per day (>25) and max per month (>7)
- TSS was an abnormal reading contributed to either operator error or third-party lab error

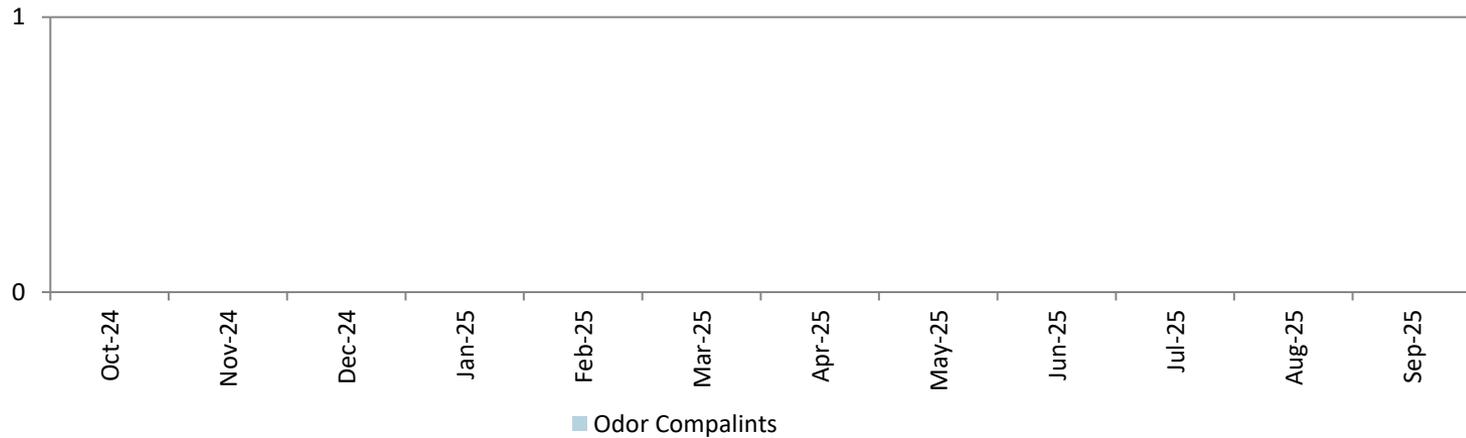


Odor Report

Sources of odor complaints:

- Selector Zone Cleaning
- Plant Upset
- Aging dewatered sludge sitting in trailers
- Calcified scrubber media
- Other possible sources lakes, canals, swamps, lift stations, septic tanks, other irrigation water sources

Odor Complaints





SCRWTDB YTD Summary

FY 2025/2026

COMBINED SUMMARY DESCRIPTION	YTD ACTUAL	ANNUAL BUDGET	REMAINING BUDGET	%
<u>REVENUES</u>				
Shared Revenues	\$1,200,000	\$1,200,000	\$0	100.0%
User Charges	\$2,112,795	\$8,193,222	\$6,080,427	25.8%
Interfund Transfer In	\$264,327	\$839,250	\$574,923	31.5%
Lease Income	\$27,525	\$95,000	\$67,475	29.0%
Miscellaneous Revenue	\$7,088	\$27,062	\$19,974	100.0%
Carryforward Fund Balance	\$0	\$873,463	\$873,463	100.0%
Total Revenues	\$3,611,735	\$11,227,997	\$7,616,262	32.2%
<u>EXPENDITURES</u>				
Personnel Services	\$438,862	\$2,737,282	\$2,298,420	16.0%
Operations/Maintenance	\$1,184,324	\$4,857,170	\$3,672,846	24.4%
Chemicals/Supplies	\$369,897	\$1,462,550	\$1,092,653	25.3%
Operating Assets	\$0	\$10,000	\$10,000	100.0%
Engineering	\$1,194	\$100,000	\$98,806	1.2%
Debt Service	\$0	\$1,221,745	\$1,221,745	0.0%
Interfund Transfer Out	\$264,327	\$839,250	\$574,923	31.5%
Total Expenditures	\$2,258,604	\$11,227,997	\$8,969,393	20.1%
SURPLUS/(DEFICIT)	\$1,353,131			



Questions