

CONTRACTOR SERVICES AGREEMENT

SODIUM HYPOCHLORITE FOR WATER TREATMENT PLANT ITB 23-ES-06

THIS AGREEMENT is made and entered into this 6th day of March, 2023, by and between Odyssey Manufacturing Company, duly authorized to conduct business in the State of Florida and whose address is 1484 Massaro Blvd., Tampa, FL 33619, hereinafter, called "CONTRACTOR" and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #23-ES-06), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this agreement is for one (1) year beginning on April 1, 2023, with four (4), one (1) year renewal options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

The price quoted shall be firm for one year and based on a per unit basis delivered FOB to the CITY'S destination. Subsequent year price increases will only be considered as indicated in the ITB document and subject to City Council Approval. The City reserves the right to reject any price increase and seek other bids to negotiate pricing or rebroadcast the bid.

SECTION 3. COMPENSATION. The City will pay Contractor the monthly amount invoiced pursuant to the pricing stipulated on the Proposal Form and based on actual quantities delivered based on either gallons or tonnage.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Bonnie Zlotnik, City Clerk
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1101

For Contractor:

Patrick Allman, General Mgr. (Name, Title)
Odyssey Manufacturing Company (Company)
1484 Massaro Blvd. (Address)
Tampa, FL 33619 (City, State, Zip)
813-635-0339 (Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONTRACTOR HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONTRACTOR's duties and obligations hereunder.

SECTION 11. E-VERIFY. CONSULTANT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONSULTANT that the subcontractor complies with the terms stated within. The CONSULTANT nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONSULTANT agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

SECTION 12 AUTHORITY TO SIGN. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Monique Tampi
Christine Wilbur

CITY OF EDGEWATER

Glenn A. Irby
Glenn A Irby, City Manager

Bonnie Zlotnik
Bonnie Zlotnik, City Clerk
Dated: 3/6/2023

WITNESSES:

Tiffany Sherton
[Signature]

Odyssey Manufacturing Company

(Firm Name)

By: [Signature]
(Authorized Officer)

Dated: 1/23/2023

Approved by the City Council of the City of Edgewater at a meeting held on this 6th day of March, 2023 under Agenda Item No. 7e.