

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2025, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "OWNER") and Odyssey Manufacturing Co., (hereinafter called "CONTRACTOR").

In consideration of the covenants, payments and agreements hereinafter set forth, agreed by the parties to be sufficient consideration, OWNER and CONTRACTOR hereby agree as follows:

1. The City of Sanibel seeks to Contract to furnish and deliver Sodium Hypochlorite Solution (Minimum 12.5 Trade Percent Available Chlorine) on an as needed basis for use at the City of Sanibel wastewater treatment facilities.
2. The CONTRACTOR agrees to perform all of the work described in the attached Sodium Hypochlorite for Wastewater Facility and the Contract Documents for the total sum of \$1.92 per gallon for year one, and said amount being the yearly price as listed on the Contractor's bid proposal form as submitted for this project.
3. The term "Contract Documents" means and includes the following documents, all of which together with this Contract Document shall constitute the Contract between the parties:
 - A. Invitation to bid
 - B. Section I – Information & Instructions
 - C. Section II – Scope of Work
 - D. Section III – Cost Proposal

In the event of any conflict between the terms or provisions of this Contract Document and any other document listed above, the terms and provisions of this Contract Document shall prevail.

4. The OWNER shall pay CONTRACTOR for such delivery services in the manner and at such times as set forth in the General Conditions for Bid.
5. The term of this Agreement shall be from _____, 2025, to _____, 2026. This Contract will be in-place for a 1 (1) year term with two (2) optional one (1) year renewals, if mutually agreed upon by the CITY and the CONTRACTOR. Each renewal or extension shall be automatically extended for automatic and successive additional terms, under the same terms, specifications, and pricing of the then current term, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. The Contract unit price for optional renewals may be negotiated or increased by a maximum percentage above the then current contract price, equal to that of the Consumer Price Index South Region for All Urban Consumers (CPI-U South Region), through notice sent in writing by the CONTRACTOR at least ninety (90) days prior to the expiration of the then current term, with written concurrence of the CITY. This Contract shall terminate either upon CONTRACTOR'S completion of such services, or shall otherwise terminate in accordance with the provisions of this Contract. The intent of this section is that no contract whether continued by a renewal, extension, or a

combination of the two, will result in a term of more than three years maximum without City Council approval.

6. CONTRACTOR shall obtain, have and maintain during the entire period of this Agreement, at least the following insurance coverage:
 - A. Worker's Compensation Insurance meeting the statutory requirements for all employees engaged by CONTRACTOR for any services pursuant to this Contract.
 - B. General Commercial Liability with minimum primary limits no less than \$100,000 each occurrence and \$1,000,000 combined single limits or its equivalent.
 - C. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which shall be used or involved in any way for the services of CONTRACTOR pursuant to this Contract, such insurance limits at a minimum of \$25,000 per person and \$50,000 bodily injury each accident.
7. OWNER shall be provided Certificates of Insurance prior to Contractor's commencement of any services or operations pursuant to the terms of this Contract as verification of such insurance coverage. The insurance shall contain a provision which prohibits any changes or material alterations in the coverage unless the OWNER is provided at least ten (10) days prior written notice, in writing, to the attention of Sanibel City Manager, 800 Dunlop Road, Sanibel, Florida, 33957. Further, the OWNER shall be added as an additional insured for purposes of all insurance coverage.
8. CONTRACTOR agrees that the personnel retained and employed by CONTRACTOR to perform the services set forth in this Contract shall always be employees of the CONTRACTOR and that all such employees shall be covered by the Worker's Compensation Insurance noted above.
9. CONTRACTOR hereby agrees to indemnify and hold OWNER, OWNER's officials, agents and employees harmless from and against any and all legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages or expenses are in any way caused by the Contractor's negligent acts, errors, or omissions arising out of Contractor's performance of services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient. This indemnity obligation shall not extend to any damages, costs, expenses, claims, suits, actions, or other liability related to or arising out of the negligent or more culpable conduct of the OWNER, its employees, and agents.
10. This Contract can be terminated by either party, with or without cause, upon 60 days prior written notice to the other party.
11. This Contract may be terminated by OWNER in the event of a material breach by CONTRACTOR which CONTRACTOR fails to cure or remedy after five (5) days prior written notice by OWNER.

12. This Agreement may not be assigned by CONTRACTOR to any other party without the prior written consent of OWNER, such consent to be at the sole discretion of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials.

ATTEST:

OWNER: CITY OF SANIBEL

Scotty Lynn Kelly, MMC City Clerk

BY: _____
Dana Souza, City Manager

Witness #1 Signature

CONTRACTOR: _____

Witness #1 Printed Name

BY: _____
Owner / Authorized Agent Signature

Witness #2 Signature

Owner / Authorized Agent Printed Name

Witness #2 Printed Name

EMAIL ADDRESS: _____

APPROVED AS TO FORM: _____
John Agnew, City Attorney

Date

