

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 036-09

Contract No. _____

Project Name **Hauling / Disposal of Bio Solids (sludge)**

THIS AGREEMENT (the "Agreement") is made and entered into this 19 day of August, 2009, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Prolime Corporation**, a Michigan corporation, **58610 Van Dyke, Washington, MI 48094**, (the "CONTRACTOR").

WITNESSES:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning **certain services specified in this Agreement** (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as hauling of bio-solids at the Wastewater Treatment Plant, and may be more fully described in the Scope of Services, attached as Exhibit A and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, **as may be applied to the type of services to be rendered**, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. **However, the CONTRACTOR shall comply with the Florida Public Records laws.**

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

(a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;

(b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and

(c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be **for a three-year period, beginning on October 1, 2009 and ending September 30, 2012 with the City's option to renew for two additional one-year periods.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

**ARTICLE FOUR
COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed \$177,600.00 annually, and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **Exhibit B** and made a part of this Agreement.

**ARTICLE FIVE
MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. **If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.**

**ARTICLE SIX
INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

**ARTICLE SEVEN
INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under **this Agreement**, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **Exhibit C and made a part of** this Agreement.

**ARTICLE EIGHT
SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN
CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples
735 Eighth Street South
Naples, Florida 34102-3796
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Prolime Corporation
58610 Van Dyke
Washington, MI 48094
Attn: Robert Rogers, CEO

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

ARTICLE FOURTEEN
MISCELLANEOUS

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **Exhibit "D"**.

ARTICLE FIFTEEN
APPLICABLE LAW

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: _____
Tara A. Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

CONTRACTOR:
Proline Corporation
A Michigan Corporation

By: _____
Its _____

Witness

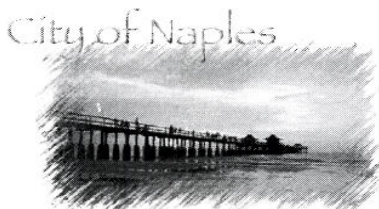
(CORPORATE SEAL)

General Contract (not Architects/Engineers)

EXHIBIT A

SCOPE OF SERVICES

The Services to be provided under this Agreement are those set out below [or in Exhibit A-1 through A-], attached and made part of this Exhibit A.



INVITATION TO BID

**CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105**

MAILING DATE: 06/26/09	Hauling/Disposal of Wastewater Bio Solids (Sludge)	NUMBER: 036-09	OPENING DATE & TIME: 2:00PM 07/07/2009
PRE-BID DATE, TIME AND LOCATION: N/A			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: PROLIME CORPORATION	
MAILING ADDRESS: 58610 VAN DYKE	
CITY-STATE-ZIP: WASHINGTON, MI 48094	
PH: (586) 781-7070	EMAIL: prolime@sbcglobal.net
FX: (586) 781-7078	WEB ADDRESS:

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.

AUTHORIZED SIGNATURE 	DATE _____	PRINTED NAME/TITLE ROBERT ROGERS, C.E.O.
Please initial by all that apply I acknowledge receipt of the following addendum		
<u>RR</u> Addendum #1	<u>RR</u> Addendum #2	_____ Addendum #3
		_____ Addendum #4

PLEASE NOTE THE FOLLOWING:

- > **This page must be completed and returned with your bid.**
- > **Bids must be submitted in a sealed envelope, marked with bid number & closing date.**
- > **Bids received after the above closing date and time will not be accepted.**
- > **If you do not have an email address and you want a copy of the Bid Tab, please enclose a stamped, self-addressed envelope with your bid.**

SPECIAL CONDITIONS

1. PURPOSE

The purpose of this bid is to obtain competitive pricing for the hauling and disposal of:

A. Biosolids (sludge) from the City of Naples Wastewater Treatment Plant, 1400 Third Avenue North, Naples, FL 34102.

2. PRICES

Bid prices will be per cubic yard and will include drop off and pick up of trailers on an as needed basis. Prices will also include all transportation and disposal fees, tipping fees, environmental and licensing fees, etc. The City of Naples is a Municipality and, therefore, is tax exempt.

3. TERM OF CONTRACT

A. The term of the Agreement shall be for a three (3) year period beginning October 1, 2009 and ending September 30, 2012, unless terminated earlier as provided herein. There shall be two consecutive one (1) year extension periods that must be agreed upon by both parties that extends the contract to September 30, 2014. This contract shall be re-bid at the end of the fifth year.

B. The contract resulting from this solicitation shall be a TERM contract for the time period specified herein. During the specified time period, the City may order services as the requirements generate and the Contractor will deliver the services. It is understood that the City is not obligated to purchase any specific quantity of services under this contract.

B. Either party may cancel this contract, in whole or in part, by giving 60 days prior notice in writing. However, the Contractor shall not be authorized to exercise this cancellation option during the first 180 days of the contract.

4. INSURANCE

Proof of proper insurance, as shown elsewhere in this bid, must be provided prior to the start of any contract.

5. AWARD

An award will be given which is in the best interest of the City of Naples.

6. LIABILITY

The successful Contractor will be responsible for the immediate cleanup of all spills, regardless of location or time. In addition, the successful Contractor will be responsible for any damage to City of Naples property or any designated vendor sites caused by the Contractor.

7. LICENSES

All equipment operated by & land application sites used by the successful Contractor will be properly licensed and permitted.

8. REPORTS

The successful Contractor shall submit monthly yardage reports to the Wastewater Treatment Plant Supervisor per services rendered for the specific facility located at 1400 3rd Ave. N.

9. CITY AUTHORIZED DISPOSAL BIOSOLIDS (WASTEWATER SLUDGE)

The Contractor shall submit a per cubic yard cost for the hauling and disposal of each form of Wastewater Biosolid (sludge) listed below. It is the Contractor's responsibility to provide disposal site(s) throughout the length of this contract which must be permitted (if applicable) by the Florida Department of Environmental Protection (FDEP) and (if applicable) by the Florida County where the disposal site(s) is located. At no time will City of Naples Wastewater sludge be hauled and disposed of out of the state of Florida!

A. Class AA Wastewater Biosolids (sludge) will be hauled and disposed at designated Vendor locations. These dump sites will be specific in location, address, and/or description for tracking and reporting purposes.

B. In the event that the City's Lime Stabilization Process Equipment must be taken offline for extended maintenance or repair, the contractor shall submit a per cubic yard cost to

haul and dispose of a (14%-16%) undigested Bio- solids Cake (sludge). This Cake will be hauled and disposed of at designated Vendor locations. These dump sites will be properly permitted and specific in location, address, and/or description for tracking and reporting purposes.

- C. In the event that the City's Sludge Thickening Process Equipment must be taken offline for extended maintenance or repair, the contractor shall submit a per cubic yard cost to haul and dispose of an undigested Thickened Liquid (1%-2%) Wastewater Biosolids (sludge). This Thickened Liquid Sludge will be hauled and disposed of at designated Vendor locations. These dump sites will be properly permitted and specific in location, address, and/or description for tracking and reporting purposes.
- D. The City is required to perform specific reporting information to the regulatory agencies. Therefore, the contractor shall provide the following information on each of the delivery tickets:
- Disposal Site Name
 - Owner of Disposal Site
 - Operator
 - Applier
 - Latitude and Longitude Coordinates
 - County
 - Section/Tract
 - Amount Hauled

SPECIFICATIONS

1. SCOPE

Successful Contractor(s) shall be responsible for the removal and disposal of wastewater biosolids (sludge) from the City of Naples Wastewater Treatment Plant, 1400 Third Avenue North, Naples, Florida 34102

2. LEGAL REQUIREMENTS

Successful Contractor(s) must conform to all applicable statutes, regulations, and ordinances of the Federal, State, and local governments.

3. TRAILERS AND EQUIPMENT

A. Wastewater Plant

- 1) For Class AA Biosolid Sludge: The successful Contractor shall furnish a minimum of three (3) 18-yard, liquid tight trucks per day, including Sundays and Holidays. On an as-needed basis, the Contractor shall supply these trucks. Or, the Contractor shall furnish a minimum of two (2) 40-yard or three (3) 25-yard, liquid tight trailers per day, including Sundays and Holidays. On an as-needed basis, the Contractor shall pick up a loaded trailer. If the contractor chooses to supply the two 40-yard trailers, they shall also supply on site, a trailer transport vehicle that is fully D.O.T. compliant, power steering, clean, and well maintained. Authorized City employees will move the trailers. The City will provide the fuel. Contractor shall be responsible for all other maintenance to jockey truck. The contractor shall provide monthly inspections and required preventative maintenance on the jockey truck.

- 2) For Undigested Cake (14%-16%) Wastewater Bio- solids Sludge (As referenced in the Special Conditions Section): For hauling and disposal, the successful Contractor shall furnish a minimum of three (3) 18-yard, liquid tight trucks per day, including Sundays and Holidays. On an as-needed basis, the Contractor shall supply these trucks. Or, the Contractor shall furnish a minimum of two (2) 40-yard or three (3) 25-yard, liquid tight trailers per day, including Sundays and Holidays. On an as-needed basis, the Contractor shall pick up a loaded trailer. If the Contractor chooses to supply the two 40-yard trailers, they shall also supply on site, a trailer transport vehicle that is fully D.O.T. compliant, power steering, clean, and well maintained. Authorized City employees will move the trailers. The City will provide the fuel. Contractor shall be responsible for all other maintenance to jockey truck. The Contractor shall provide monthly inspections and required preventative maintenance on the jockey truck.

- 3) For Undigested Thickened Liquid (1%-2%) Wastewater Biosolids Sludge (As referenced in the Special Conditions Section): The successful Contractor shall furnish adequate tanker units that will transport the liquid sludge to the designated (and properly permitted) Vendor site(s) or Processing Center. The

Contractor will be responsible for the proper collection and transport of the Thickened Liquid Sludge to the designated disposal site. In this rare event, the City estimates the need of five to ten-tanker loads per day as determined by the Supervisor and facility capability.

4. ESTIMATED ANNUAL REQUIREMENTS

A. Wastewater Plant

The Wastewater Plant, on an annual basis, will generate an estimated 10,000 cubic yards of Biosolids. Actual quantities may exceed or fall short of these estimates.

END OF EXHIBIT A

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis [or other basis] as follows [or in Exhibit B-1, which is attached and made part of this Agreement]:

BID SCHEDULE

1. Provide all labor, equipment, \$ 14.80 /cubic yard permits, tipping fees and all other associated hauling costs to properly haul and dispose of Wastewater Class AA Biosolids Sludge, as specified, approximately 10,000 cubic yards.

ALTERNATE BID ITEMS

2. Provide all labor, equipment, \$ 63.00 /cubic yard permits, tipping fees and all other associated hauling costs to properly haul, process and dispose of Undigested Wastewater Cake 14%-16% Biosolids Sludge, as specified, quantity based on level of emergency.
3. Provide all labor, equipment, \$ 27.00 /cubic yard permits, tipping fees and all other associated hauling costs to properly haul, process and dispose of Undigested Wastewater Thickened 1%-2% Biosolids Sludge, as specified, quantity based on level of emergency.

PROMPT PAYMENT TERMS: _____ % / 30 DAYS

END OF EXHIBIT B

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the CITY, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the CITY.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for CITY's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the CITY, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the CITY, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples and their Engineer must be named as **Additional Insured** on the insurance certificate **and the following must also be stated on the certificate.** "These coverages are primary to all other coverages the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. **The Certificate Holder shall read as follows:**

**The City of Naples
735 Eighth Street South
Naples, Florida 34102**

No City Division, Department, or individual name should appear on the Certificate.
No other format will be acceptable.

Thirty (30) days cancellation notice required.

The Certificate must state the bid number and title.

When using the "Accord" form of insurance certificate, please note that under the cancellation clause, the following must be deleted: "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company"

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned, is the _____ of **Prolime Corporation** (“the CONTRACTOR”), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 (“IRCA”), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR’s files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR’s books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this _____ day of _____, 2009.

By: _____

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 2009.

The Affiant, _____, is [] personally known to me or [] has produced _____ as identification, which is current or has been issued within the past five years and bears a serial number or other identifying number.

Print Name:

NOTARY PUBLIC - STATE

OF _____

Commission Number: _____

My Commission Expires: _____

(Notary Seal)