

CITY OF NAPLES, FLORIDA

AGREEMENT (PROFESSIONAL SERVICES)

Bid/Proposal No. 025-09

Contract No. _____

Project Name **Underground Fuel Storage Tanks at The City Dock**

THIS AGREEMENT (the "Agreement") is made and entered into this 6th day of May, 2009, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **MDM Services, Inc.**, a Florida corporation, 1055 Kathleen Road, Lakeland, FL 33805 (the "CONTRACTOR").

WITNES S:

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 relining of fuel tanks at the City Dock, 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 performed and completed by **December 31, 2009**. 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

\$109,810.00 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:

**MDM Services, Inc.
1055 Kathleen Road
Lakeland, FL 33805
Attn: Jeff Morgan, Vice President**

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:
MDM Services, Inc.
A Florida Corporation

By: _____
Its _____

Witness

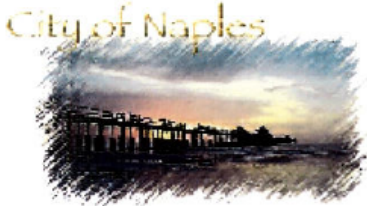
(CORPORATE SEAL)

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 FOR BID

**CITY OF NAPLES
PURCHASING DIVISION
270 RIVERSIDE CIRCLE
NAPLES, FL 34102**

PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 2/5/09	TITLE: UNDERGROUND FUEL STORAGE TANKS AT THE CITY DOCK	NUMBER: 025-09	OPENING DATE & TIME: 3/3/09
PRE-BID DATE, TIME AND LOCATION: MEETING DATE FEBRUARY 17, 2009, 9:00AM AT THE CITY DOCK 880 12 TH AVE. S. NAPLES, FL. 34102			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: MDM SERVICES, INC.	
MAILING ADDRESS: 1055 KATHLEEN ROAD	
CITY-STATE-ZIP: LAKELAND, FL 33805	
PH: (863) 646-9130	EMAIL: jeff.morgan@mdmervices.com
FX: (863) 648-1106	WEB ADDRESS: mdmervices.com

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 Jeff Morgan	DATE 3-9-09	PRINTED NAME/TITLE JEFF MORGAN / VICE PRESIDENT
Please initial by all that apply I acknowledge receipt of the following addendum		
sm Addendum #1	Addendum #2	Addendum #3

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.**

BID NUMBER: 025-09
OPENING DATE: 3/3/09

SPECIFICATIONS

Contractor to:

1. Furnish plans and permits (Permit fees by owner).
2. Removal of shell over top of tanks and dig down to the top of each tank.
3. Remove all STP's, drop tubes, electrical, tank gauges and piping from tank.
4. Contractor to arrange with fuel supplier to empty tanks within 1.5".
5. Empty, wash, and dean tanks (includes 1-55 gallon of sludge removal).
6. Contractor to subcontract for installation the PHOENIX (tank lining) System or equal.
7. Upon completion of the tank lining, Contractor will complete the following:
8. Ballast tanks with water.
9. Excavate and remove the existing fill and vapor risers from tanks, replace vapor risers.
10. Furnish and install 2-double wall spill containment manhole fills.
11. Furnish and install 2-double wall spill containment manholes @ stage I vapor.
12. Install new STP pumps and water test the existing STP sumps.
13. Furnish and install new conduits and wire to the Dockmaster building for the existing Veeder-Root system, insure Veeder-Root system operates correctly for all applications, sensors etc.
14. Supply and install: Interstitial sensors for interstice, for tanks, also for transition sump at base of dock.
15. Reinstall tank probes and re-calibrate.
16. Reinstall over fill prevention valves in drop tubes and set at less than 95 % or replace if damaged or unable to properly set.
17. Operability testing: calibrate all sensors and test the line leak detectors prior to bringing into service.
18. Furnish and install 2 -36" manholes for manway in tanks
19. Owner will arrange with supplier to fill tanks with enough fuel to purge and test.
20. Start-up and purge lines.
21. Clean-up and pressure clean site.
22. Obtain final inspections.
23. Provide soil testing and closure reports necessary for D.E.P.
24. Concrete pad over top of tank 3' x 10' pick up where STP hole slab stop.

Replace transition sump flanges with SS flange at entrance to dock and on the fuel dock.

There is a transition sump out at the end of the tee dock that feeds the existing diesel dispenser, utilizing two separate diesel fuel lines. Upon the removal of the above ground diesel tank fuel line, the remaining line will need to supply both diesel dispensers; they need to be tied together inside transition sump on fuel dock so that both of the diesel pumps will be in service, supplied by one diesel line from the below ground diesel tank.

Provide tank and line testing as per FAC 62-761 and 62-762.

Testing and removal of contaminated soils if encountered; Dewatering if required.
Remove 465' of existing diesel flex piping under dock and properly dispose.

Removal of one (1) 2000 AST convault tank and fiber glass product line to dock.
The tank is to be loaded on a truck and taken to the City of Naples storage yard on Riverside Circle and unloaded.

REFERENCES

THIS SHEET MUST BE COMPLETED AND RETURNED WITH BID

PROVIDE AT LEAST THREE REFERENCES FOR WHOM YOUR COMPANY HAS PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 2 YEARS.

COMPANY NAME: CITY OF FT. MYERS MUNICIPAL YACHT BASIN

ADDRESS: 1300 LEE ST.

FT. MYERS, FL 33901

TELEPHONE: (239) 707-5316

CONTACT PERSON: LEIF LUSTIG, DOCKMASTER

COMPANY NAME: SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ADDRESS: 3301 GUN CLUB ROAD

WEST PALM BEACH, FL 33406

TELEPHONE: (561) 719-7586

CONTACT PERSON: JAY MALL

COMPANY NAME: CIRCLE K STORES, INC.

ADDRESS: 12911 N. TELECOM PKWY.

TAMPA, FL 33637

TELEPHONE: (813) 910-6800

CONTACT PERSON: DARYL GOTTILLA

BID NUMBER: 025-09
OPENING DATE: 3/3/09

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]:

CITY OF NAPLES, FLORIDA

UNDERGROUND FUEL STORAGE TANKS AT THE CITY DOCK

BID PAGE

State contractors license numbers held by your company and any subcontractors' to be used on this project.

Company Names and License numbers:

MDM SERVICES, INC. - PCC 051700 ; CBC 048961
TANK TECH, INC. (TANK LINING) - QB3 0556
K + D ELECTRIC (FUEL SYSTEM ELECTRICAL) - EC 0001861

Total cost to do any and all work required in order to meet new requirements as per specifications: \$109,810

PRIME CONTRACTOR MDM SERVICES, INC.

Authorized signature Jeff Morgan

BID NUMBER: 025-09
OPENING DATE: 3/3/09

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 **MDM Services, Inc.** (“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)

TANK TECH, INC.
Parabeam Containment System
INSTALLATION WARRANTY

Page One

Comment [sw1]: SAMPLE ONLY!!

Tank Owner: To be determined

Date:

Site Address: 123 Main Street Your town, USA

Applicator: To be determined

This warranty applies to the Parabeam Containment System (Phoenix System State Registration #EQ-403) installation (conversion) in either steel or fiberglass constructed tanks.

Tank Tech, Inc. (installer) does hereby warrant to the above-mentioned tank owner that the conversion materials, used for the application of the Parabeam Containment System, which consists of PCS 100 resin, Parabeam ®, a three-dimensional woven fiberglass, and Glass Armor PCS 200 resin, which are applied to the tank(s) at the above-mentioned site, if applied and maintained in strict accordance with all specifications, instructions, and directions issued by the manufacturer and the installer:

1. Will not fail for a period of 30 (thirty) years ("the warranty period") as a result of a defect in the conversion materials due to internal corrosion, provided the following conditions are met.
 - a. This warranty extends to the original customer identified above. The warranty is transferable as long as the following conditions are met.
 - An inspection is made of the converted tank upon sale or transfer of the tank.
 - The inspection is performed by an authorized representative of the installer.
 - The inspection must take place within 90 days of the sale or transfer.
 - Failure to inspect within the 90-day period will render the warranty null and void.
 - It is the owner's responsibility to schedule the inspection through the installer.
 - b. This warranty is intact provided the tank remains structurally sound (other than internal corrosion to which this warranty applies) and does not cover damages caused by abuse whether by chemical, accidental, natural, or deliberate.
 - c. This warranty is only in effect after the tank has been inspected by a qualified person, and found to be acceptable, in accordance with API 1631, or appropriate fiberglass requirements, for the application of this conversion system, with regard to future cargos.
 - d. When steel tanks are converted cathodic protection must either be in place, or installed at the time of the conversion by a qualified contractor.
 - e. This warranty will remain intact provided the cathodic protection system on steel tanks is continuously operational and maintained according to requirements specified in Title 40 of the Code of Federal Regulations, Part 280.31, or according to requirement of the implementing agency, whichever is more stringent. Should the cathodic protection system become inoperable, defective, or simply shut down for more than forty-five (45) days during the course of this warranty, the warranty will only be valid for a period of 10 (ten) years from the effective date of the warranty. If cathodic protection is not part of the tank system the warranty will only be valid for a maximum of 10 (ten) years from this effective date of the warranty.
 - f. With regards to steel tanks, records of inspection and operation of cathodic protection systems must be maintained to demonstrate compliance with 40 CFR, 280.31 and/or recognized federal, state and local regulations and performance standards.
2. Perforation of the steel or fiberglass substrate or corrosion of the steel, from the soil side of the tank, creating a breach, does not constitute warranty.
3. Structural collapse of the tank itself does not constitute warranty.
4. Tank Tech, Inc. will be relieved from all other liabilities and responsibilities provided by this warranty or otherwise if the tank to which this warranty applies is used for the storage of any other materials other than the following, at ambient underground temperatures.

TANK TECH, INC.
Parabeam Containment System
INSTALLATION WARRANTY

Page Two

ASTM Reference Fuels A and C	Ethyl Alcohol (100% Ethanol) *	Jet Fuel, All Grades
Benzene	Fuel Oil	Kerosene
Brine Solution	Gasohol	Motor Oil
Bunker Fuels	Gasoline, unleaded, leaded, aviation	Naphtha
Crude Oil - All Types	Gasoline, 15% max. MTBE or TBA	Skydrol
Diesel Fuel	Heating Oil	

* Requires Post Curing

5. This warranty specifically excludes all failures that result from material defects, structural defects in the tank, inadequate or improper maintenance, inadequate or improper ventilation, mechanical damage, vandalism, misuse, acts of war, explosions, deterioration caused by abnormal temperatures, pollution or weather related conditions, normal wear and tear and any other condition which is beyond the control of the installer.
6. The tank owner and/or contractor agrees that they or their authorized representative shall notify the manufacturer in writing of any failure warranted herein with 30 days of discovery of the failure. The written notice must be sent to Tank Tech, Inc., P.O. Box 17, Blodgett, MO 63824. Failure to provide this notice to the manufacturer shall relieve manufacturer of any and all liabilities arising from this warranty.
7. This warranty is limited to labor and materials to repair areas of Parabeam Containment System which are affected by an installation defect. The warranty period shall not be extended by the replacement of materials but shall continue in effect as specified above.
8. A separate warranty will cover the materials for the Parabeam Containment System. This warranty will be issued by the manufacturer and will be totally apart from this installation warranty.
9. Any testing on interstitial space must be performed by the installer.

This warranty is valid only if dated, and signed by installer's President. This warranty may not be modified or amended unless in writing signed by all parties.

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND REMEDY. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE. OWNER/CONTRACTOR/MATERIAL MANUFACTURER AGREE THAT INSTALLER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT AS EXPRESSLY STATED HEREIN.

To be signed by Tank Tech, Inc. President ONLY _____ Dated:
 President - Tank Tech, Inc.

Tank Sizes:	Products:
?	?
?	?
?	?
?	?

BRIDGEPORT CHEMICAL
Parabeam Containment System
LIMITED MATERIALS WARRANTY

Comment [sw1]: SAMPLE ONLY!!

Page One

Tank Owner To be determined Date _____
Site Address 123 Main Street Your Town, USA _____
Applicator To be determined _____

This warranty applies to the Parabeam Containment System (Phoenix System State Registration #EQ-403) installation (conversion) in either steel or fiberglass constructed tanks.

Bridgeport Chemical (manufacturer) does hereby warrant to the above-mentioned tank owner that the conversion materials, used for the application of the Parabeam Containment System, which consists of PCS 100 resin, Parabeam®, a three-dimensional woven fiberglass, and Glass Armor PCS 200 resin, which are applied to the tank(s) at the above-mentioned site, if applied and maintained in strict accordance with all specifications, instructions, and directions issued by the manufacturer:

1. Will not fail for a period of 30 (thirty) years ("the warranty period") as a result of a defect in the conversion materials due to internal corrosion, provided the following conditions are met.
 - a. This warranty extends to the original customer identified above. The warranty is transferable as long as the following conditions are met.
 - An inspection is made of the converted tank upon sale or transfer of the tank.
 - The inspection is performed by an authorized representative of the manufacturer.
 - The inspection must take place within 90 days of the sale or transfer.
 - Failure to inspect within the 90-day period will render the warranty null and void.
 - It is the owner's responsibility to schedule the inspection through the manufacturer.
 - b. This warranty is intact provided the tank remains structurally sound (other than internal corrosion to which this warranty applies) and does not cover damages caused by abuse whether by chemical, accidental, natural, or deliberate.
 - c. This warranty is only in effect after the tank has been inspected by a qualified person, and found to be acceptable, in accordance with API 1631, or appropriate fiberglass requirements, for the application of this conversion system, with regard to future cargos.
 - d. When steel tanks are converted cathodic protection must either be in place, or installed at the time of the conversion by a qualified contractor.
 - e. This warranty will remain intact provided the cathodic protection system on steel tanks is continuously operational and maintained according to requirements specified in Title 40 of the Code of Federal Regulations, Part 280.31, or according to requirement of the implementing agency, whichever is more stringent. Should the cathodic protection system become inoperable, defective, or simply shut down for more than forty-five (45) days during the course of this warranty, the warranty will only be valid for a period of 10 (ten) years from the effective date of the warranty. If cathodic protection is not part of the tank system the warranty will only be valid for a maximum of 10 (ten) years from this effective date of the warranty.
 - f. With regards to steel tanks, records of inspection and operation of cathodic protection systems must be maintained to demonstrate compliance with 40 CFR, 280.31 and/or recognized federal, state and local regulations and performance standards.
2. Perforation of the steel or fiberglass substrate or corrosion of the steel, from the soil side of the tank, creating a breach, does not constitute warranty.
3. Structural collapse of the tank itself does not constitute warranty.
4. Bridgeport Chemical will be relieved from all other liabilities and responsibilities provided by this warranty or otherwise if the tank to which this warranty applies is used for the storage of any other materials other than the following, at ambient underground temperatures.

**BRIDGEPORT CHEMICAL
Parabeam Containment System
LIMITED MATERIALS WARRANTY**

Page Two

ASTM Reference Fuels A and C	Ethyl Alcohol (100% Ethanol) *	Jet Fuel, All Grades
Benzene	Fuel Oil	Kerosene
Brine Solution	Gasohol	Motor Oil
Bunker Fuels	Gasoline, unleaded, leaded, aviation	Naphtha
Crude Oil - All Types	Gasoline, 15% max. MTBE or TBA	Skydrol
Diescl Fuel	Heating Oil	

* Requires Post Curing

5. This warranty specifically excludes all failures that result from application defects. Including surface preparation, coating materials not applied within six (6) months of delivery to contractor or tank owner by manufacturer, structural defects in the tank, inadequate or improper maintenance, inadequate or improper ventilation mechanical damage, vandalism, misuse, acts of war, terrorism, explosions, deterioration caused by abnormal temperatures, pollution or weather related conditions, normal wear and tear and any other condition which is beyond the control of the manufacturer.
6. The tank owner and/or contractor agrees that they or their authorized representative shall notify the manufacturer in writing of any failure warranted herein with 30 days of discovery of the failure. The written notice must be sent to the Vice-President of Bridgeport Chemical, 1925 Whitfield Park Loop, Sarasota, FL 34243. Failure to provide this notice to the manufacturer shall relieve manufacturer of any and all liabilities arising from this warranty.
7. This warranty is limited to replacement of defective Parabeam Containment System materials as necessary to repair the failed areas. The warranty period shall not be extended by the replacement of materials but shall continue in effect as specified above.
8. A separate warranty will cover the application of the Parabeam Containment System This warranty will be issued by the contractor and will be totally apart from this materials warranty.
9. Any testing on interstitial space must be done by the installer.

This warranty is valid only if dated, and signed by manufacturer's Vice-President. This warranty may not be modified or amended unless in writing signed by all parties.

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND REMEDY. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE. OWNER/CONTRACTOR/APPROVED APPLICATOR AGREE THAT MANUFACTURER SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT AS EXPRESSLY STATED HEREIN.

To be signed by Bridgeport Chemical VP ONLY!! _____ Dated: _____
Vice-President – Bridgeport Chemical

Tank Sizes:	Products:
?	?
?	?
?	?
?	?