

**THIRD EXTENSION OF AGREEMENT
FOR SERVICES
DISPOSAL OF BIO-SOLIDS TO A COMPOSTING FACILITY**
Clerk Tracking No. 2019-00222

THIS THIRD EXTENSION of the Agreement is made and entered into this 2nd day of October 2019 by and between the **City of Naples** and **Prolime Corporation**.

WHEREAS, the City and the Contractor entered into that certain Agreement on **October 17, 2012** for **Disposal of Bio-Solids to a Composting Facility (Bid No. 12-059 [059-12] and Clerk Tracking No. 12-00061)** for the City of Naples; and

WHEREAS, the parties desire to extend the Original Agreement so that the Contractor will provide said services for an additional year with an allowed First Renewal 2015-2016 price increase of (3) three percent and Third Extension price increase of (3) three percent with a \$30.00 disposal fee reduction effective January 1, 2018 that will be paid directly by the City of Naples to Lee County, both indicated on **Exhibit-B** which is attached and made a part of this Third Extension; and

WHEREAS, City Council at their October 2, 2019 City Council meeting waived City Code Section 2-667 (7)(e). Award of contract and change orders. (e) If the city has awarded a contract and an option exists or is offered to the city to extend the period of the contract, the city manager shall determine if such extension is in the best interests of the city and may exercise this option on behalf of the city for periods not exceeding two years. City Council approves City Manager to extend this Agreement for a Third Extension;

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby extended **from October 17, 2019 through October 16, 2020 with no more extensions available.**

WHEREAS, the City and the Contractor have caused this Amendment to be duly executed by their duly authorized officers.

CITY OF NAPLES, FLORIDA

By: 
Charles T. Chapman IV, City Manager

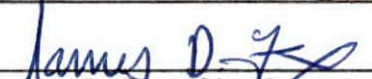
PROLIME CORPORATION

By: 

Name: ROBERT V. ROGERS

Title: PRESIDENT

Approved as to form and legality.

By: 
James D. Fox, City Attorney

ATTEST:

By: 
Patricia L. Rambosk, City Clerk



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 as follows:

BID SCHEDULE

<u>TASK</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>UNIT</u>
1.	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly haul, process and dispose of <u>Undigested Wastewater Cake 15%-18% Bio-solids Sludge</u> , as specified, approximately 6,000 tons (10,000 cubic yards.)	First Extension Rate without Disposal Fee \$23.58 /ton Effective 01/01/2018 to \$24.29 Effective 10/17/2019. City of Naples will pay Disposal Fee directly to Lee County.	
		\$ <u>52.02</u>	/ton
2.	Provide all labor, equipment, permits, tipping fees and all other associated hauling costs to properly haul, process and dispose of <u>Undigested Wastewater Thickened 1%-1.5% Bio-solids Sludge</u> , as specified, quantity based on level of emergency.	\$ 53.58 /ton First Renewal with allowed 3% Increase that includes a Disposal Fee through 12/31/2017.	
		No Change	
		\$ <u>23.10</u>	/ton \$23.10 /ton

END OF EXHIBIT B