

**CITY OF NAPLES, FLORIDA
AGREEMENT
(SERVICES)**

Bid/Proposal No. **15-039**

Clerk Tracking No. 15-00141

Project Name: **Wastewater Plant Treatment Train Cleaning**

THIS AGREEMENT (the "Agreement") is made and entered into this 2nd day of September, 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Eutek Systems, Inc., dba Hydro International and their Division Settled Solids Management, a California Profit Corporation, authorized to do business in the State of Florida, whose business address is: 2925 NW Alcock Drive, Suite 140; Hillsboro, Oregon 97124 (the "CONTRACTOR").

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 an (ITB) Invitation to Bid No. 15-039 for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of 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 the CONTRACTOR are generally described as **Wastewater Plant Treatment Train Cleaning** 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 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. The 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 employee 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

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 through September 30, 2016 with an option of (4) four one-year renewal periods upon mutual agreement between the CONTRACTOR and the CITY. 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

(b) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the established cost of the CITY or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(e) Promptly notify the CITY of any public records request.

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. The 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

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:

Hydro International
Division: Settled Solids Management
2925 NW Alcock Drive, Suite 140
Hillsboro, Oregon 97124
Attention: Brian L. Harrell, AWW Financial Controller
FEI/EIN Number: On File

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 care commensurate with that which is imposed upon persons or businesses in contractor's profession.

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.



(CORPORATE SE)
FE/EIN Number: On File
A California Profit Corporation
(CA)

By: [Signature]
Printed Name: Brian L. Harrell
Title: Financial Controller

Hydro International
Division: Settled Solids Management
2925 NW Alcock Drive, Suite 140
Hillsboro, Oregon 97124
Att.: Brian L. Harrell, AWW Financial Controller

CONTRACTOR:

Witness [Signature]
Printed Witness Name Rod Kelly

By: [Signature]
Robert D. Pitt, City Attorney

Approved as to form
and legal sufficiency:

ATTEST:
By: [Signature]
Patricia L. Rainbock, City Clerk
CITY OF NAPLES, FLORIDA

CITY:
CITY OF NAPLES, FLORIDA,
A Municipal Corporation
By: [Signature]
A. William Moss, City Manager

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

Work on this project shall be conducted Monday thru Friday, from 0700 to 1600 hours. A staging area is available in the roadway beside the aeration tank. Electric power is available, 110 VAC, 20 AMP service, in the aeration tank area.

The Contractor shall begin work within 30 days of notification by the Plant Superintendent or designee to begin and complete the work within 60 days, thereafter. Partial payments will be considered during the removal and disposal of sand, grit and rags, depending on the method and proof of disposal. The Contractor will be paid on a "per cubic yard of grit removed" basis. Each truckload removed must be inspected by the Project Manager (Plant Superintendent or Plant Supervisor) and the Contractor before leaving the City of Naples Wastewater Plant's compound to determine actual quantities. Copies of disposal tickets shall be furnished to the Project Manager for accounting and invoice processing purposes.

3. BUILDING SPECIFIED

Building 808 – Treatment train #1 located at 1400 3rd Avenue North Naples, Florida 34102.

4. SITE INSPECTION

A Pre—Bid meeting and visit(s) to the site will be allowed to prospective bidders to familiarize themselves with any condition which may affect performance and bid prices. Submission of a bid will be prima facie evidence that the Bidder did, in fact, make a site inspection and is aware of all conditions affecting performance and bid prices.

5. CONTRACTOR'S PERFORMANCE

A. The Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City of Naples Wastewater Plant. Upon Award of Bid & Issuance of Purchase Order/Notice to Proceed; the Project Manager will respond to all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the Project Manager, performance becomes unsatisfactory, the City (Owner) shall notify the Contractor.

B. The Contractor will have one (1) day from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due to the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

6. SPECIFICATIONS

The specifications associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project, as intended, shall be provided by the Contractor, whether or not it has been detailed in these documents.

7. ACCESS TO WORK AREA

All work associated with this contract have been specified in Section 2, Scope of Work, and shall be coordinated with the Project Manager. Any changes to the established schedule must have prior approval of the Project Manager. All work schedules shall comply with the time periods allowed and specified on the City of Naples and/or Collier County Permit Parameters.

13. SECURITY

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the Project Manager or his designee.

14. INSPECTION AND APPROVAL

A. The Contractor will request the Project Manager or his designee to conduct a site inspection after each part of the project is complete. The Project Manager or designee will prepare a "punch-list" during the inspection and will forward a copy of the "punch-list" to the Contractor.

B. After the "punch-list" items have been corrected, the Contractor will request a final inspection with the Project Manager or designee. Final project approval is contingent upon the Project Manager or his designee.

15. PERMITS

Any permits required must be obtained prior to the start of work. If a fee is levied, the Contractor may add the cost of it to his invoice.

16. APPLICABLE STANDARDS AND CODES

A. OSHA - OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION,
DEPARTMENT OF LABOR, WASHINGTON, D.C.

B. ANSI - AMERICAN NATIONAL STANDARDS INSTITUTE, 1430 BROADWAY
NEW YORK, NY 10018

17. EQUIPMENT

Safety Equipment: All safety equipment shall comply with plant, state, local and federal regulations. The Contractor will be responsible for proper safety equipment and its use. Improper safety can result in cancellation of work with payment being made for only completed items.

18. INSPECTION

Access: The Contractor shall provide access to the job site and areas of work at all times during normal working hours for the City or his representative.

19. DAMAGES

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 indicated below in Exhibit B, which is attached and made part of this Agreement.

Retainage: (N/A) Not applicable to this Agreement.

COST SCHEDULE

THIS SCHEDULE MUST BE COMPLETED AND RETURNED WITH BID

PLEASE NOTE: Actual award of work will be based on compliance with specifications/conditions, and available funds.

MOBILIZE, REMOVE ALL MATERIAL FROM AERATION BASIN 1, HAUL OFF SITE AND DISPOSE, AND DEMOBILIZE AS SPECIFIED:

ITEM	DESCRIPTION	UNIT TYPE	UNIT COST (Per Cubic Yard)	ANNUAL ESTIMATED QUANTITY	TOTAL COST Unit Cost X Quantity
1	Building 808 Treatment Train Cleaning pursuant to the aforementioned specifications: Mobilization, Demobilization, Equipment, Labor Hours, Permitting, Removal of rags, grit & sand to a Class 1 landfill, Tipping fees.	CUBIC YARD	\$ 300	225 C.Y.	\$ 67,500.00

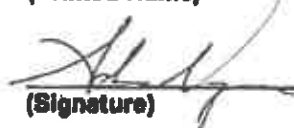
Prompt Payment Terms: 0 % 30 Days.

Company Name Hydro International PH (321) 303-1741

Email jmims@hydro-int.com

Name and Title of individual completing this schedule:

Adam Neumayer Director & General Manager
(Printed Name) (Title)


(Signature)

May 13, 2015
(Date)

END OF EXHIBIT B

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The undersigned is the **AWW Financial Controller of dba Hydro International and their Division: Settled Solids Management** company ("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 26th day of August, 2015.

By 