

**PROFESSIONAL SERVICES AGREEMENT
SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES
Invitation to Bid (ITB) #19-WW-12**

THIS AGREEMENT is made and entered into this 10th day of October, 2019, by and between H&H Liquid Sludge Disposal, Inc., duly authorized to conduct business in the State of Florida and whose address is P.O. Box 390, Branford, FL 32008, hereinafter, called "CONTRACTOR" and the **CITY OF HOLLY HILL**, a political subdivision of the State of Florida, whose address is 1065 Ridgewood Ave, Holly Hill, FL 32117, hereinafter called "CITY".

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Invitation to Bid (ITB #19-WW-12), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONTRACTOR, constitute the entire Agreement between CITY and CONTRACTOR. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties' Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for three (3) years from the date of award with two (2) one year extension options. Renewal options may be exercised at the discretion of the City based on performance of the company and adherence to the terms and conditions set forth in the ITB documents. The City retains the sole right to determine whether the renewal option shall be granted.

SECTION 3. COMPENSATION. For Services rendered, the CITY shall pay the CONTRACTOR a lump-sum fee, including or excluding reimbursable expenses as mutually agreed upon. Unless otherwise agreed in a Scope of Services, the CONTRACTOR will invoice the City monthly based upon the CONTRACTOR's estimate of the portion of the total Services actually completed at the time of billing.

SECTION 4. REIMBURSABLE EXPENSES. "Reimbursable Expenses" means the actual, necessary and reasonable expenses incurred directly or indirectly in connection with the Project for: transportation and subsistence incidental thereto for travel; toll telephone calls and facsimiles; reproduction of reports, drawings and specifications, and similar Project-related items; as provided in the City's Purchasing Policy.

SECTION 5. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For City:

Valerie Manning, City Clerk
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, FL 32117
(386)248-9441

For Contractor:

Steve Hacht, President (Name, Title)
H&H Liquid Sludge Disposal, Inc. (Company)
P.O. Box 390 (Address)
Branford, FL 32008 (City, State, Zip)
(800) 653-0386 (Phone)

SECTION 6. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 7. CONTROLLING LAW, VENUE, ATTORNEY'S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial shall be non-jury. The prevailing party in any litigation arising from or related to this Agreement shall be reimbursed reasonable attorney fees and costs, including all fees and costs of an appeal.

SECTION 8. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.


SECTION 9. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 10. WAIVER OF JURY TRIAL. THE CITY AND CONSULTANT HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.


SECTION 11. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONSULTANT's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

Cherie Manning 

CITY OF HOLLY HILL

Joseph Forte 
Joseph Forte, City Manager

Dated: 10-10-2019

WITNESSES:

Sam Wilkins

Kate Ulatowski

FIRMS

By: SH
Steve Hacht, President

Dated: 9/16/2019

Attachments: A. ITB #19-WW-12

B. Firm Response to ITB

Approved by the City Commission of the City of
Holly Hill at a meeting held on this 8th
day of October, 2019 under
Agenda Item No. 5(5).



PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

Proposer should check off each of the following items as the necessary action is completed:

- ☒ The standard contract / agreement has been signed and included.
- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda have been signed and included.
- ☒ The mailing envelope has been addressed to:

CITY CLERK
City of Holly Hill
1065 Ridgewood Ave.
Holly Hill, Florida 32117

- ☒ The mailing envelope must be sealed and marked with Qualification Number "ITB 19-WW-12", Proposal Title "SLUDGE REMOVAL, HAULING AND DISPOSAL SERVICES" and September 17, 2019 "@ 10:00 am".
- ☒ The Proposals will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposals cannot be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE ITB NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

H&H Liquid Sludge Disposal, Inc.
Company


Authorized Signature

Steve Hacht, President
Printed Name & Title

biosolidsolutions@hhlstd.com
Email

P.O. Box 390
Address

Branford, FL 32008
City, State, Zip Code

(800) 653-0386
Telephone No.

(386) 935-0941
Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

H&H Liquid Sludge Disposal, Inc.

Company

[Signature]

Authorized Signature

Steve Hacht, President

Printed Name & Title

biosolidsolutions@hhlsl.com

Email

P.O. Box 390

Address

Branford, FL 32008

City, State, Zip Code

(800) 653-0386

Telephone No.

(386) 935-0941

Fax No.

State of Florida)

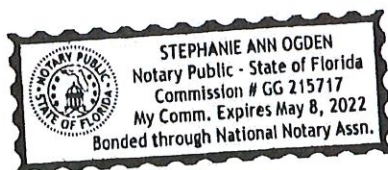
City of Branford)

SUBSCRIBED AND SWORN to before me this 16th day of September, 2019, by
Steve Hacht, who is personally known to me to be the President for
the Firm, OR who produced the following
identification: _____.

Stephanie Ogden

Notary Public

My Commission Expires: May 8th 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RRL Insurance Agency. 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934		CONTACT NAME: Tara Carney PHONE (A/C, No, Ext): 800-407-4077 E-MAIL ADDRESS: tcarney@rrl-ins.com FAX (A/C, No): 321-752-7980	
INSURED H & H Liquid Sludge Disposal, Inc. P.O. Box 390 Branford FL 32008		HHLIQSLUD	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Axis Insurance Company	
		INSURER B: Navigators Specialty Insurance Company	
		INSURER C: American Interstate Insurance Company	
		INSURER D: Markel American Ins. Co.	
		INSURER E: Lloyds of London	
		INSURER F:	


COVERAGES**CERTIFICATE NUMBER:** 2090817892**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EMP19000570-01	3/1/2019	3/1/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 DEDUCTIBLE \$5,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	FA18BAP02054202	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SCT1005619	3/1/2019	3/1/2020	EACH OCCURRENCE \$2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AVWCFL2771882019	3/14/2019	3/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A D	IN TRANSIT POLLUTION Property/Equipment	Y	Y	EMP19000570-01 MKLM4IM0049723	3/1/2019 3/1/2019	3/1/2020 3/1/2020	Limit 90% Co Insurance \$1,000 DED 1,000,000 Wind DED \$25,000 Wind DED \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Holly Hill is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER**CANCELLATION 30**

CITY OF HOLLY HILL 1065 RIDGEWOOD AVENUE HOLLY HILL FL 32117-0000	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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