

August 13, 2018

Mr. Randall P. Henderson, Jr., Mayor
City of Fort Myers
2200 Second Avenue
Fort Myers, Florida 33902

RE: Proposal for Lime Sludge Waste Material (LSWM) Recycling
South Street Property
3348 South Street
Fort Myers, Florida
PPM Proposal No. 18-70020

Dear Mr. Henderson:

PPM Consultants, Inc. (PPM) appreciates this opportunity to present this proposal for material transport and recycling with a cost estimate for project planning, coordination, and recycling of Lime Sludge Waste Material (LSWM) from the above referenced facility. The purpose of the action is to remove, transport and properly recycle LSWM in accordance with applicable laws and regulations.

1.0 BACKGROUND

PPM understands the City of Fort Myers (City) is the generator of the LSWM and desires alternative disposal rather than a landfill. The estimated in-place weight of the LSWM is 30,000 short tons (i.e. 2,000 pounds per ton). The final weight will not be known until after the project is completed. The South Street Property occupies a City block that is bordered by South Street to the north, to the east by Midway Avenue, to the south by Jeffcott Street, and to the west by Henderson Avenue.

The site assessment and analysis may be found in Florida Department of Environmental Protection's (FDEP) records under ID#COM_288039.

Removal activities will begin after the summer rainy and hurricane seasons have passed per the City's requirement. The anticipated start date for removal activities is October 1, 2018, dependent upon weather conditions.

The City's objective is the removal of LSWM as quickly as possible. A 5-gallon sample of the LSWM was shipped to LafargeHolcim on April 6, 2018. LafargeHolcim evaluated the LSWM and deemed it acceptable for their recycling operations. The LSWM from this site will be mineralized at temperatures $>2,500$ degrees Fahrenheit as it will be calcined with other raw materials for the production of cement at the LafargeHolcim cement plant in Theodore, Alabama. The operating temperatures provide a thermal destruction efficiency of $>99.9\%$. At completion of the process, PPM will provide a statement in our final report that arsenic has been substantially stabilized through mineralization that has occurred during the thermal heating process.

Several contractors will be involved in the site work excavating and loading the LSWM on site who will be contracting either directly with the City or other contractors associated with the project. PPM is solely responsible for the removal of LSWM from the site, including transportation, staging and disposal of the LSWM in accordance with the process stated above. The currently estimated time needed to excavate and load 30,000 short tons of LSWM is approximately 3 months or 13 working weeks.

The City, or its contractors, will undertake:

- Site clearing of vegetation and overburden soil;
- Removal of visible organics from LSWM material;
- Disposal of removed vegetation, visible organic material, and overburden soil;
- Excavation of LSWM;
- Loading of LSWM onto dump trucks provided for and supervised by PPM; and,
- Returning the site to desired conditions that includes backfilling if necessary.

2.0 PPM SCOPE OF WORK

The current estimate of LSWM is 30,000 short tons. The LSWM will be loaded by another contractor at the site onto dump trucks provided by PPM then transported to LafargeHolcim's facility in Crystal River, Florida, for pre-treatment, then transported to their facility in Theodore, Alabama, as their final destination for recycling. PPM's

subcontractor will take ownership of the LSWM material at the time the dump trucks leave the site in route to Crystal River, Florida.

PPM will be responsible for the following tasks:

- Preparation of a final work plan detailing the transportation to be provided, the supervision of transportation, delivery of LSWM and beneficial reuse of the LSWM material.
- PPM will furnish a certificate of insurance indicating the types and amounts of coverage maintained per Exhibit B.
- PPM will assure a minimum 20 dump trucks per day.
- Field oversight and coordination of dump truck arrivals and loading with the excavation and loading contractor(s).
- A PPM representative will be present during all loading activities to ensure that trucks are loaded to their capacities and with material that is suitable for recycling as defined by the receiving facility (LafargeHolcim). PPM will provide a representative who will be located at the site for excavation and loading activities during the hours of operation mandated by the City or its designee.
- Signing of transportation manifests as an authorized agent of the City.
- Initial transportation of LSWM material via dump truck to the LafargeHolcim facility in Crystal River, Florida.
- Weighing of dump trucks on certified scales to determine tonnage of each truck load for the fee basis.
- Final transportation of LSWM from Crystal River, Florida, to the LafargeHolcim facility in Theodore, Alabama, where the material will be recycled for beneficial use in cement products.
- Providing a final report that will detail the final tally of all LSWM tonnage and the recycling process for all transported material.
- PPM personnel will coordinate with the overall project manager and the transportation and recycle contractor to ensure the LSWM is being loaded and transported properly and in a timely manner.

Deliverables from PPM will include a final work plan and a final report. The final work plan will detail the loading, transport and recycling process for the LSWM material. This work plan will be provided to the City no later than September 1, 2018. The final report will summarize the transportation and disposal efforts and include the total weight of material transported to the destination facility and

copies of all relevant manifests, receipts, certificates, and permits. The final report will be provided within 30 days after the final load of LSWM has been thermally treated.

The City, or its contractors, will be responsible for the following tasks:

- Control over the site for excavation and loading.
- Providing matting/parking pads for the dump trucks and proper cleaning prior to leaving the city to ensure no LSWM is released to roadways used for transportation.
- Determining the hours of operation at the site for excavation and loading activities. Except for inclement weather or an emergency, the City will notify PPM at least 48 hours in advance of plans to cease excavation and loading activities.

3.0 COST PROPOSALS

3.1 COST ASSUMPTIONS FOR PROJECT IMPLEMENTATION

This cost proposal is based on the following assumptions:

- The anticipated start date for excavation and transportation is October 1, 2018
- PPM assumes this waste is non-hazardous based on its review of FDEP's records under ID#COM_288039, the City's testing data and samples of the LSWM.
- It will require approximately 3 months or 13 work weeks to excavate and load all of the material, which time frame will be calculated from the actual start date provided by the City.
- The final weight of suitable recyclable material is 30,000 short tons. Recyclable material is defined as LSWM that is free of visible organics.
- The City, or its contractors, will provide site clearing of vegetation and removal of overburden soil.
- The City, or its contractors, will provide sufficient excavation and loading equipment in order to load 20 dump trucks per day.
- The City, or its contractors, will load LSWM that is visibly free of organic matter onto the dump trucks. The City will use root rakes and other equipment as necessary to remove the organic material from the LSWM material.
- PPM will accept ownership, liability, and responsibility for each truckload once it has left the Fort Myers site.

- The cost of fuel at the time of transportation will not exceed 15% of the price of diesel fuel per gallon compared to the date of acceptance of this Proposal.
- The City will provide matting/parking pads for the dump trucks and proper cleaning prior to leaving the city to ensure no LSWM is released to roadways used for transportation.
- PPM will be able to smoothly coordinate our mutual needs with the City and the other contractors including contractual flow-down provisions with any and all subcontractors prior to initiating work.

If conditions are encountered that vary from the assumptions listed above, this will constitute a change in the scope and per ton fee, but under no circumstances will any change in the scope or per ton fee occur without a written change order authorized in the same manner as this proposal.

3.2 COMPENSATION

PPM proposes to perform the scope of work on a unit rate basis in accordance with our standard Business Terms and Conditions in **Attachment A**, unless otherwise stated in this proposal. PPM and the City have reached agreement with regards to the City's insurance requirements, which are included as Exhibit B. PPM proposes the cost of performing the scope of work described herein to be as follows: Costs for transportation and disposal of the LSWM will be charged at **\$109.00** per short ton with an estimated total cost to be **\$3,270,000.00** (based on 30,000 short tons).

This cost is estimated based upon 13 weeks to complete removal activities. If the schedule is prolonged due to a shortfall in loading capacity by the City, then an additional \$6,000 per week will be charged for each week exceeding the 13-week projected schedule. PPM will invoice at a frequency of not less than 14 days. Invoicing will be based upon the total weight of LSWM removed during that period, with payment due within 30 days of invoicing. To retain our services, please sign and date the **Authorization to Proceed, Attachment C** or provide a contract, purchase order, or other acceptable authorization.

Mr. Randall P. Henderson, Jr., Mayor
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Thank you for allowing us the opportunity to provide you with this proposal. If you have any questions or need additional information, please contact us at (407) 240-1127.

Sincerely,
PPM Consultants, Inc.

A handwritten signature in blue ink, reading "Keith D. Pyron". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Keith D. Pyron, P.G.
Principal

KDP:css

Attachments

ATTACHMENT A
BUSINESS TERMS AND CONDITIONS

PPM CONSULTANTS, INC. BUSINESS TERMS AND CONDITIONS

A. Agreement for Services

The terms and conditions set forth in this Business Terms and Conditions and the accompanying proposal (herein after referred to as the "proposal") constitute the entire agreement (herein after referred to as the "Agreement") between PPM Consultants, Inc. and the Client. This Agreement supersedes all previous proposals, offers, understandings or other verbal or written communication concerning the proposed services. Any revision or modification to this Agreement through purchase orders, correspondence, or other forms that are not consistent with the provisions, terms, or conditions of this Agreement are void, and shall not supersede the provisions, terms or conditions of this Agreement. Any revision to the terms and conditions of this Agreement must be accomplished in writing and signed by authorized representatives of PPM and Client.

Under this Agreement, PPM may serve as agent for, on behalf of, and in the name of the Client, for the sole purpose of achieving project objectives and performing the required work. Such agency will be exercised only in the interest of efficiency in pursuing project objectives. PPM may, in its sole discretion, determine which agency power, if any, serves such interest of efficiency. Client must express any objection to the exercise of such an agency by PPM in writing within five (5) days of the receipt of actual notice thereof.

Any agency created under this Agreement will terminate immediately upon PPM's receipt of notice from Client. PPM will not be responsible for any actual consequential or incidental damages due to delays caused by Client's refusal to allow PPM to act as agent for Client. PPM will not be liable by reason of any agency created under this Agreement for any actual consequential or incident damages caused by the fault of Client or a third party, exclusive of PPM subcontractors.

PPM neither will be responsible for, nor be considered a generator of any hazardous waste as defined in applicable Federal and State laws, statutes or regulations resulting from work performed in this capacity.

B. INTENTIONALLY DELETED.

C. Changed Conditions/Change of Scope

It is understood by the parties to this Agreement that in the course of performing the work described in the accompanying proposal conditions may arise or become apparent that require certain work be done in addition to the work described. The additional work shall be performed only with the written consent of the Client. Any additional work shall be performed subject to all terms and conditions of this Agreement. If conditions have changed to the extent that PPM believes that continued work poses an unreasonable health or safety risk, PPM may cease all work until a change of scope can be agreed upon in writing that provides for the elimination of unreasonable risks to health and safety. If a change of scope cannot be agreed upon in order to continue to work under conditions satisfactory to both parties, this Agreement shall be terminated at that time. Should this Agreement be terminated, PPM will be compensated for all services rendered up to the date of termination, at costs stipulated under this Agreement.

D. Delays

Should PPM be prevented from complying with any express or implied provision of this Agreement by operation of force majeure, or because of any federal or state law or any order, rule or regulation of a governmental authority, or any other delay which is not the fault of PPMs, then while so prevented, PPM's obligations to comply with such covenant shall be suspended, and PPM shall not be liable for any actual or consequential damages arising out of force majeure or any other delay which is not the fault of PPM.

E. Termination

This Agreement may be terminated for good cause, by either party upon written notice by the other party received at least thirty (30) days in advance of termination. However, if work is terminated due to conditions perceived as being unsafe, work may be terminated immediately by either party. This Agreement may also be terminated by express written agreement entered into by all parties to this Agreement. In the event that Client terminates this Agreement without cause, or otherwise wrongfully, PPM will be compensated for all services rendered up to the date of termination, at costs stipulated under this Agreement.

F. Ownership of Documents

Client owns all the documents under this Agreement which are public records subject to disclosure under Florida law unless exempted by statute.

G. Use of Documents

All documents and reports prepared by PPM arising out of this Agreement or pertaining to the project objectives are public records under Florida law and will be provided in whatever form or format they are routinely stored.

H. Disclosure

The Client has fully disclosed such information to PPM that may affect the performance of work and safety of employees and others under this Agreement to the best of Client's knowledge and belief. The Client shall also disclose information **concerning ownership of property where Work is performed and provide authorization to access property unless otherwise agreed upon by both parties in writing**. All such ownership information shall be disclosed by Client prior to initiation of work under this Agreement.

I. Insurance

Insurance coverage will be maintained by PPM for work performed under this Agreement. Upon request of the Client, PPM will furnish a certificate of insurance indicating the types and amounts of coverage maintained. PPM and the City have reached agreement with regards to the City's insurance requirements, which are included as Exhibit B in the proposal.

J. Indemnification

PPM shall indemnify, defend, and hold harmless the Client and its officers, employers, and agents from and against any liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses, and reasonable attorney's fees including trial costs and appeals arising out of work performed by PPM under this Agreement that is a result of any negligent act, error, or omission of PPM or its representatives. The Client agrees to provide PPM prompt notice of any suit, claim, demand, or action relating to work performed under this Agreement, in order for PPM to have sufficient time for preparing a defense against such actions. This indemnification excludes any liabilities, claims, non-frivolous law suits, demands, losses, damages, penalties, fines, debts, accounts, costs, expenses and reasonable attorney's fees resulting out of any errors, omissions, or negligent acts of the Client or any of its servants, agents, consultants, or other representatives.

K. Invoices

Invoices will be submitted on a routine basis at the discretion of PPM, or as otherwise stipulated in the proposal. Invoice balances are due upon receipt of invoice and considered past due 30 days after invoice date. Past due balances are subject to interest charges at the rate of 1 1/2 percent per month (18% annually), effective 30 days after the date of invoice. PPM may not elect to cease any work performed under this Agreement without 10 days written notice, should payment not be received within 21 days of the date of invoicing. Any acceptance of late or partial payments by PPM shall not constitute a waiver of PPM's right to enforce the terms of the Agreement. PPM will make efforts to collect on all accounts. However, Client will be responsible for reasonable collection-related expenses on a delinquent accounts, including an associated attorney fees and court costs.

The Client will notify PPM of any dispute concerning an invoice within 10 days of the date of invoice. Notwithstanding any such dispute, Client shall, within the limitations and under the terms of this Agreement, pay PPM any portions of invoices that are not in dispute. Should PPM agree that the disputed amount was charged in error, PPM will credit Client with such amount on subsequent invoices to the Client.

The Client is responsible for full payment of all PPM invoices at agreed upon terms, conditions, and fees. Should PPM determine that it will exercise its discretion and allow Client additional period of time for payment, such determination and the modified payment terms which are applicable will be provided in the "compensation" section of the proposal accompanying these business terms and conditions. No such extension of time for payment shall be valid or effective unless it is stated in writing. It is within the discretion of PPM to allow Client an additional period of time for payment for the purpose of giving Client an opportunity to receive reimbursement from any applicable Trust Funds or other applicable insurance policies. In no event shall this time period exceed 180 days from the invoice date.

L. Method of Payment

PPM prefers direct payment in the form of a check made payable to PPM Consultants, Inc. However, PPM will accept payment from clients using VISA/MasterCard credit cards or purchasing cards. In the event Client elects to make full or partial payment using credit card or purchasing card, PPM reserves right to upcharge client for expenses associated with accepting such electronic payments. This up charge will be equal to the amount charged by the credit card company for processing.

M. Validity

This proposal is valid, unless revoked in writing, for a period of 45 days from the date of the proposal. This proposal is automatically revoked if not accepted within 45 days and received by PPM within 60 days unless otherwise accepted in writing by PPM and at the sole discretion of PPM.

N. Public Records

The Parties acknowledge and agree that all provisions of the Florida Public Records Law, Chapter 119, Florida Statutes, are and shall be binding and enforced at all times with regard to all action and activities under this Agreement. CONTRACTOR recognizes that in contracting with City, it has the burden of complying with the Public Records Laws, for any documents in its possession. Nothing in this Agreement shall prohibit or restrict or create any liability on the City for complying in good faith with the Public Records Laws.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT GWEN CARLISLE, CITY CLERK AND THE CUSTODIAN OF PUBLIC RECORDS AT (239) 321-7040, GCARLISLE@CITYFTMYERS.COM, 2200 SECOND STREET, FORT MYERS, FLORIDA 33901.

To the extent that CONTRACTOR may meet the definition of a "contractor" as defined by Section 119.0701, Florida Statutes, it will:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Version: 3/1/16

ATTACHMENT B
INSURANCE REQUIREMENTS

I. INSURANCE

PPM shall procure and maintain for the duration of the Agreement the following required insurance, with insurers financially acceptable and lawfully authorized to do business in the State where the work or operations will be performed. Such coverage shall protect PPM and Client, against claims arising from sickness, disease, death or injury to persons, and/or physical damage to tangible property, including loss of use, which arise from the performance of the work hereunder by or on behalf of PPM, its agents, representatives, employees or subcontractors.

MINIMUM SCOPE OF INSURANCE

PPM's insurance coverage shall include the following minimum limits and coverage:

1. Commercial General Liability insurance on an occurrence coverage basis against claims for bodily injury, death, and property damage (including loss of use), personal injury, and advertising injury, at least as broad as the *Insurance Services Office Commercial General Liability Policy form CG 0001 ©*, current edition. Other than standard exclusions applicable to pollution, nuclear, lead paint, MTBE and Other Fuel Oxygenates, asbestos, mold, employment practices, ERISA and professional liability, there shall be no limitations or exclusions beyond those contained in the standard policy forms which apply to property damage, products and completed operations, contractual liability or construction defects. In addition to procuring and maintaining this insurance during the duration of the contract, PPM agrees to continue to procure and maintain products and completed operations liability insurance coverage through the applicable statute of repose period.

a. *Coverages.*

- A) 1986 (or later) ISO Commercial General Liability Form (Occurrence Form);
- B) Products and Completed Operations coverage maintained through the period of repose; and
- C) Additional Insureds: Client and their officers and directors, representatives, members, employees, agents, subsidiaries, and affiliates using both CG 2010 and CG 2037, or equivalent.
- D) Waiver of Subrogation in favor of Client.

b. *Unacceptable exclusions.*

- A) Damage to work performed by Subcontractors on your behalf (e.g. CG 22 94 or CG 22 95); and
- B) Contractual Liability (e.g. CG 21 39).

2. Automobile Liability insurance covering liability arising from the use or operation of any auto, including those owned, hired or otherwise operated or

used by or on behalf of PPM (including non-owned automobiles). The coverage shall be at least as broad as the *Insurance Services Office Business Automobile Policy form CA 0001* ©, current edition.

a. *Coverages.*

A) Additional Insureds: Client and their officers and directors, representatives, members, employees, agents, subsidiaries, and affiliates; and

B) Waiver of Subrogation in favor of Client.

3. Workers' Compensation as is required by statute or law in the State of the Project, or as may be available on a voluntary basis. Statutory coverage must apply in the state in which the work is being performed.

4. Employer's Liability insurance

a. *Coverages:* Waiver of Subrogation in favor of Client and their officers and directors, representatives, members, employees, agents, subsidiaries, and affiliates for losses arising from work or activities performed by PPM.

5. Umbrella or Excess Liability insurance providing at least excess limits over Commercial General Liability, Automobile Liability, and Employer's Liability policies. PPM will maintain umbrella/excess liability insurance as shown below. Such insurance will be on an occurrence basis in excess of the underlying insurance described in this Article and will be at least as broad as each and every one of the underlying policies and shall schedule Commercial General Liability, Automobile Liability, and Employer's Liability policies.

a. *Coverages.*

A) Additional Insureds: Client and their officers and directors, representatives, members, employees, agents, subsidiaries, and affiliates;

B) Pay on Behalf of Wording;

C) Concurrency of Effective Dates with Primary;

D) Aggregates: Follow Form Primary;

E) Drop Down Feature; and

F) Waiver of Subrogation in favor of Client.

6. Contractor's Pollution Liability insurance – Such coverage shall include:

a. bodily injury, sickness, disease, death or mental anguish or shock sustained by any person;

b. property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

- c. defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- d. products and completed operations

Claims-made coverage is permitted, provided the policy retroactive date is continuously maintained prior to the commencement of PPM's operations, through the applicable repose period.

MINIMUM LIMITS OF INSURANCE (Limits may be arrived by a combination of primary and umbrella policy limits).

	Minimum Limits Required <i>Per</i> Claim/Occurrence	Minimum Limits Required <i>Aggregate</i> Policy Limits
1. Commercial General Liability	\$1,000,000	\$2,000,000
a. Personal and Advertising Injury	\$1,000,000	\$2,000,000
b. Products/Completed Operation	\$1,000,000	\$2,000,000
2. Commercial Automobile Liability	\$1,000,000 Combined Single Limit Each Accident	N/A
3. Part 1 Workers' Compensation	Statutory Limits	Statutory Limits
4. Part 2 Employer's Liability		
a. Each Accident	\$1,000,000	N/A
b. By Disease – Each Employee	\$1,000,000	N/A
c. By Disease – Policy Limit	\$1,000,000	N/A
5. Umbrella Excess Liability Insurance	\$4,000,000	\$4,000,000
6. Contractor's Pollution Liability	\$5,000,000	\$5,000,000

ADDITIONAL INSURANCE REQUIREMENTS

The required insurance shall contain the following additional provisions:

- (a) Primary Coverage - PPM's required insurance coverage shall be primary insurance.
- (b) Severability of Interest - Except with respect to the limits of insurance, PPM's required insurance shall apply separately to each insured or additional insured.
- (c) Notice of Cancellation - Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the Client by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.
- (d) Waiver of Subrogation – To the fullest extent permitted by law, PPM agrees to waive all rights of subrogation against the Client, including directors, officers, agents, and employees in the scope of employment, and PPM shall cause each of its Subcontractors to waive all their rights of subrogation against Client, including directors, officers, agents, and employees in the scope of employment, for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused:
 - (i) To real or personal property, vehicles, equipment, tools, etc. owned, leased or used by PPM or PPM's employees, agents, or Subcontractors to the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by PPM or Subcontractors; and
 - (ii) This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims (unless prohibited under applicable statutes), and all third-party liability claims. If necessary, PPM agrees to endorse the required insurance policies to permit waivers of subrogation in favor of Client as required hereunder. PPM further agrees to hold harmless and indemnify Client for any loss or expense incurred as a result of PPM's failure to obtain such waivers of subrogation from PPM's insurers.
- (e) All Subcontractors are subject to the same insurance requirements as required of PPM. PPM shall also ensure that all Subcontractors and consultants include Client and PPM as additional insureds for Commercial General Liability Insurance (using endorsement CG 20 38), Automobile Liability, and Umbrella/Excess insurance. PPM further agrees it will contractually obligate all Subcontractors to defend, indemnify, and hold harmless the indemnitees to the same extent that PPM is required to defend, indemnify, and hold harmless the indemnitees under the Indemnification section of this Agreement.

VERIFICATION OF COVERAGE

PPM shall furnish the Client with a certificate of insurance evidencing the required coverage prior to the commencement of work or operations at or on the Client's project. The certificates are to be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Renewal certificates are to be provided to the Client prior to the expiration of the required insurance policies. As an alternative to a certificate of insurance, PPM's broker or insurer may provide complete, certified copies of all required insurance policies, including endorsements necessary to affect coverage required by these specifications.

Failure of Client to request certificates or identify deficiencies shall in no way limit or relieve PPM of its obligations to maintain such insurance. Failure of PPM to maintain the required insurance shall constitute a default under this Agreement and, at Client's option, shall allow Client to terminate this agreement for cause, withhold payment and/or purchase the required insurance at PPM's expense.

ATTACHMENT C
AUTHORIZATION TO PROCEED

PPM CONSULTANTS, INC.

Authorization To Proceed

PROJECT DESCRIPTION

Client Name: City of Fort Myers, Florida
Project Name: Lime Sludge Waste Material (LSWM) Disposal
Project Location: South Street Property, Fort Myers, Florida
Services to be provided: Transportation and disposal by beneficial reuse of up to 30,000
Short Tons of LSWM

PROJECT TERMS

Start Date: Tentatively October 1, 2018
Project Fee: \$109.00/short ton for estimated \$3,270,000 based on 30,000 short tons
Contract Type: Unit Rate
Terms: Per attached Business Terms and Conditions

AUTHORIZATION

Please refer to attached signature page.


LIME SLUDGE WASTE MATERIAL RECYCLING CONTRACT

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

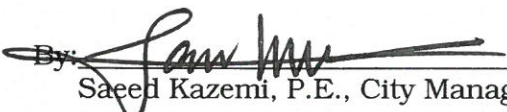
CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

ATTEST:

By: 
Randall P. Henderson, Jr., Mayor


~~Gwen Carlisle, MMC, City Clerk~~
Mary Hegmann, Deputy

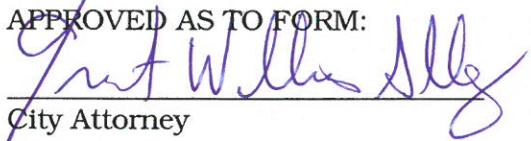
Date: 9/5/2018

By: 
Saeed Kazemi, P.E., City Manager

Date: 9/5/2018



APPROVED AS TO FORM:

 9/5/2018
City Attorney

PPM CONSULTANTS, INC.

By: 
Keith D. Pyron, President

Title: President

Date: 8/13/18

Witness: Cindy Stevens

Name: Cindy Stevens

Witness: Kay D. Williams

Name: Kay D. Williams

CORPORATE SEAL