

City of Cooper City, Florida

BID FORM(S)

Sludge Disposal Services ITB 2024-1-UTL

Bids Due: Tuesday, March 5, 2024

For information, contact the Purchasing Division:

Tel: 954-434-4300 ext. #268

Purchasing@CooperCity.gov

Released Date: Friday, February 2, 2024

Submitted by: Synagro South, LLC
(Company name)

PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS

Attachment A

(Page 2 of 5)

Project: Sludge Disposal Services
Contract Identification: ITB 2024-1-UTL
Bids submitted to: Office of the City Clerk
City of Cooper City
9090 SW 50th Place
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
 - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
 - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - d. Bidder has correlated the results of his studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
 - e. Bidder has given City written notice of all conflicts, errors or discrepancies that it has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
 - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. Bid Submission:
Bids shall be submitted electronically via www.demandstar.com E-bidding platform.
5. Addenda, Additional Information-Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Attachment A

(Page 3 of 5)

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to Purchasing@CooperCity.gov, who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00 PM, Friday, February 23, 2024.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid:

✓	Bid Form
✓	Reference Form
✓	Public Entity Crimes (PEC) Form
✓	ADA Affidavit
✓	Business Entity Affidavit
✓	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
✓	W-9, Request for Taxpayer Identification Number
✓	Proof of Workers Compensation Insurance or Exemption
✓	Proof of Liability Insurance
✓	Ownership Disclosure Affidavit
✓	Drug-Free Workplace Certificate
✓	Employee Background Verification Affidavit
✓	Scrutinized Companies Affidavit
✓	Non-Conflict of Interest Statement
✓	E-Verify Form

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Bidder's Contact Information

Name of Company: Synagro South, LLC

Address: 435 Williams Court, Suite 100
Baltimore, MD 21220

Type of Business Residuals management, Beneficial reuse, Digester Cleaning, Dredging

Company's Website: www.synagro.com

Authorized Signatory Contact: Emil Kneis

Title: Sales Support Manager

Tel: 410-688-4438 Mobile: 410-688-4438

Email Address (Required): ekneis@synagro.com

Primary Contact: Curt DeBrunner

Title: Area Sales Manager

Tel: 813-495-1060 Mobile: 813-495-1060

Email Address (Required): cdebrunner@synagro.com

Additional Contact & Title: Rhylee Callan

Tel: 410-537-6154 Mobile: 410-537-6154

Email Address (Required): rcallan@synagro.com

Remit to Address: P.O. Box 1367
Albany, NY 12201-1367

Remit to Contact: Name: Jessica Stahl Tel: 443-377-6476

Attachment A

(Page 5 of 5)

**PRICING SHEET
ODOR CONTROL CHEMICALS**

Item	Description	Estimated Annual Quantity	Units	Unit Price	Total
I.	HAUL AND DISPOSE OF DEWATERED CLASS B SEWER CAKE SLUDGE	6,000	Cubic Yard	\$ 37.50	\$ 225,000
<i>All prices must be FOB Destination, freight included and shall be inclusive of all costs.</i>					

Piggyback Statement

In accordance with Section 1.13, Optional Contract Usage/Piggyback Statement, please indicate Contractor's willingness to extend the pricing, terms and conditions of this bid to other government agencies, if Contractor is the successful vendor:

YES, other government agencies may piggyback this Agreement.

NO, other government agencies may NOT piggyback this Agreement.

Submitted by: Emil Kneis

(Print)

Authorizes Signature: 

(Sign)

Company Name: Synagro South, LLC

Date: March 12, 2024

ATTACHMENT D

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: _____ **Emil Kneis, Sales Support Manager**

(print individual's name and title)

for: _____ **Synagro South, LLC**

(print name of entity submitting sworn statement)

whose business address is: 435 Williams Court, Suite 100, Baltimore, MD 21220

and (if applicable) its Federal Employer Identification Number (FEIN) is: 76-0612567

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;

The Federal Transit Act, as amended 49 USC Section 1612;

The Fair Housing Act as amended 42 USC Section 3601-3631.

 _____

Signature

Proposal to Provide ITB 2024-I-UTL Sludge Disposal Services

to the



Submitted on
March 13, 2024



MARCH 12, 2024

Office of the City Clerk

9090 SW 50th Place
Cooper City, FL 33328

Re: ITB 2024-1-UTL Sludge Disposal Services

Ladies and Gentlemen:

Synagro South, LLC is pleased to respond to the above referenced bid. We have submitted our completed bid forms for your review.

Having been in business for over 40 years, Synagro is one of the largest residuals management companies in the country with over 650 municipal and industrial customers and operations in 38 states and Canada. We provide numerous residuals management services to water and wastewater treatment plants throughout the State of Florida, presently over 35 contracts, and have extensive equipment and personnel resources to perform the Biosolids Hauling, Land Application, Beneficial Reuse and Disposal Services for the City of Cooper City.

Synagro's experience with land application and other biosolids treatment technologies such as centrifuge dewatering in the State of Florida has made us aware of the issue of weather delays in getting solids managed on an as needed schedule. Synagro along with our exclusive sub-contractor presently have over 16,000 plus acres under lease and permitted for the management of biosolids. At one of the ranches we have also constructed one of the only FDEP approved and permitted 5 acre storage pads in order to manage and store biosolids during inclement weather periods until they can be land applied. FDEP has given us permit approval to construct storage pads at other ranches to provide the same protection. We have been able to keep our customers from encountering any weather delays as a result.

Synagro has managed the biosolids contract for the City of Tampa for over four years. The annual volume of this contract is 55,000 wet tons per year of biosolids. During the first year of the contract we removed and land applied the solids left in their drying beds by their previous contractor. This amounted to an additional 25,000 wet tons of solids. We welcome you to contact Jim Johnson at 813-247-3451, extension 55211 to attest to our performance.

Synagro also manages the land application contract for the City of St. Petersburg's three wastewater treatment facilities with a total annual volume of 41,000 wet tons per year. Please feel free to contact Charles Wise at 727-892-5687.

Synagro has additionally managed the contract for land application of Miami Dade County's biosolids for over 9 years. Although the contract is divided amongst three contractors Synagro receives the largest portion of their 110,000 wet tons per year of biosolids as a result of our ability to manage the solids during inclement weather periods. We welcome you to contact Shahin Ghassemizadeh at 786-268-5783 to discuss our performance and reliability.

Synagro has also provided the same services that the City is seeking for the City of Miramar for the past five years. We invite you to contact Bruce Tross, Chief Wastewater Plant Operator for his opinion of the services we have provided. Bruce can be reached at 954-548-0123.

Synagro's philosophy through our years of experience in providing biosolids services to our valued customers is building and maintaining strong partnering relationships and providing safe, quality, reliable and compliant services at reasonable and competitive prices. We are confident in our ability to provide the level of service that Cooper City expects and look forward to the opportunity to become a valued service provider for the City. We trust that our response to your Bid Request will evidence our continued commitment to that philosophy.

If you have any questions about our submittal or require any additional information, please feel free to contact me at (813) 495-1060 or cdebrunner@synagro.com. We look forward to hearing from you soon.

Sincerely,

Curt DeBrunner

Curt DeBrunner
Area Sales Manager
CD:sh





Synagro Company Profile

Founded in 1986, Synagro's core business is the environmentally sound and economically viable management of municipal biosolids, including project development, operations and biosolids product distribution. Through this focus, Synagro has grown to be North America's leading provider of high-quality, cost-effective biosolids management and beneficial use solutions. We have been successfully meeting the biosolids management needs of hundreds of generators for more than 40 years. Synagro's experience in all areas of biosolids management is unparalleled.



Synagro annually manages more than 14 million tons of wastewater biosolids and other organic by-products. Synagro employs a team of 900+ professional engineers, soil scientists, agronomists, construction managers, financial managers and the largest, most diverse operational staff in the industry. Our team is dedicated to working with our clients to find the right solution to their organic residuals management challenges. Synagro, and its subsidiaries, are at the forefront of the environmental movement to safely process and market organic residual materials for beneficial uses.

Synagro owns no proprietary technology which enables us to offer nearly all commercially viable processing options and product marketing channels for biosolids and organic residuals and allows us to develop projects that fit a municipality's unique needs. Our breadth of experience developing, building, financing as necessary, and operating and maintaining the complete range of biosolids options listed below is unique to Synagro.

- Heat-drying and pelletization
- Composting
- Incineration
- Digestion
- Product marketing
- Dewatering (installation and operation)
- Mobile dewatering
- Land application and reclamation
- Lagoon and digester cleaning
- Alkaline stabilization
- Rail transportation

Synagro currently operates 14 heat-drying facilities, three thermal processing facilities serving multiple regional generators, seven composting facilities (six of which provide an outlet for numerous generators), more than a dozen alkaline stabilization facilities, and in excess of 75 permanent and mobile dewatering facilities.



In addition, we provide final product distribution as a key component of many of these projects. Our Product Sales and Marketing team is responsible for successfully managing approximately 300,000 tons per year of AllGro® compost and 170,000 tons of Granulite® fertilizer pellets (heat-dried biosolids). We have unrivalled understanding of the markets for these products and continuously work to broaden the suite of outlets for these materials. As an example, Synagro pioneered the use of heat-dried biosolids as an alternative fuel resource in cement manufacturing. When Synagro operates a facility, we include product distribution services in our operation; however, we also work with municipally operated facilities to assist in managing their products.

In December 2020, Synagro was acquired by West Street Infrastructure Partners III, an infrastructure investment fund managed by Goldman Sachs Merchant Banking Division. Founded in 1869, The Goldman Sachs Group, Inc. is a leading global investment banking, securities and investment management firm. Goldman Sachs Merchant Banking Division (MBD) is the primary center for the firm's long-term principal investing activity. MBD is one of the leading private capital investors in the world with investments across private equity, infrastructure, private debt, growth equity and real estate.

March 10, 2023

Delegation of Authority

Emil Kneis

I, **Robert Preston**, Director and President of Synagro Technologies, Inc. and all its affiliates and subsidiaries, hereby delegate to you, **Emil Kneis, Sales Support Manager**, authority to sign as an officer or as an authorized person binding bids, awarded contracts, contract renewals, contract extensions, bid bonds and performance bonds. Also, I delegate to you the authority to sign as an officer or as an authorized person any business-related applications and other agreements as necessary to provide uninterrupted service to current and new customers.

Such authority does not alter our internal approval processes. This delegation of authority is valid from the date of this letter until revoked by me.



Robert Preston
Director and President





Addendum #1 - CLARIFICATIONS

(Issued Tuesday, March 5, 2024)

ITB 2024-1-UTL, Sludge Disposal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

1. Request that Section 1.10 INVOICES /PAYMENT be amended to include the following language;
"Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, Customer agrees to promptly pay any undisputed amounts."

All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.
2. Contractor requests the following addition to Section 3.10
"City and Contractor agree in advance that if the City exercises its discretionary right to terminate for convenience, the City will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases."
No. See Section 3.40 Termination for Convenience
3. Will the City allow for Annual Contract Price Adjustments for Consumer Price Index commensurate with the CPI for the region where services are to be performed?
See Section 1.8
4. Will the City allow for Quarterly contract price adjustments based on the US DOT Fuel Surcharge Adjustment for the geographic region where the work is being performed?
No.
5. Contractor requests that Section 3.29 INDEMNIFICATION be amended to include the following language
"Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract."
No.
6. Contractor requests the City amend Section 3.32 FORCE MAJEURE of the contract to reflect the changes to the definition for Force Majeure
"a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements"

No.

7. Contractor Requests that Section 3.40 TERMINATION FOR CONVENIENCE be amended to include the following language "City and Contractor agree in advance that if the City exercises its discretionary right to terminate for convenience, the City will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases"

No.

8. Contractor requests the following language to be added to Section 4.3 INSURANCE;
"Claims by Provider's Employees. As to any claim made against Contractor, Provider waives any insulation from liability or immunity from suit with respect to injuries to Provider's employees that may be extended to Provider as a result of any payments made by Provider to such employees or under any applicable worker's compensation statute or similar law or judicial decision. Provider hereby indemnifies and holds harmless Contractor from and against any claims made by any of Provider's employees, contractors or representatives working in the course and scope of their employment by Provider unless such claim was the sole and proximate result of the gross negligence or willful misconduct of Contractor. Contractor will be held harmless from any worker's compensation liens incurred from Provider's insurance carrier, third party administrator or self-administered, self-insured claims programs.

No.

9. Will City modify Section 4.12 of the Agreement to reflect the following language;
"Contractor shall submit to City an invoice setting forth the amounts due and any additional information with respect to the computation of said amount. City shall pay to Contractor the full amount due under said invoice within thirty (30) days of the date of said invoice. Any invoice amount not paid in full within thirty (30) days after the date of said invoice shall bear interest at the rate of one and one half percent (1.5%) per month on the unpaid balance thereof computed from the date of the invoice. If there are disputes regarding the contract, City agrees to promptly pay any undisputed amounts."
All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

10. Contractor requests the following Language be added to Section 4.24 LIQUIDATED DAMAGES
"Liquidated Damages shall not be applied to any delay or impossibility of performance due to, or occasioned by any Force Majeure Event as defined above in Section 3.32, or any circumstance beyond the control of the contractor."

Revised Section 4.24 Liquidated Damages to reflect the following:

4.24. LIQUIDATED DAMAGES

Liquidated damages of \$100.00 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion for each scheduled service visit without prior approval for an extension from the City's Designee. Liquidated Damages shall not be applied to any delay or impossibility of performance due to, or occasioned by any Force Majeure Event as defined above in Section 3.32, or any circumstance beyond the control of the contractor.

11. Have the materials specified within the Scope of Work, and the Contract Documents, which are to be managed and disposed, been tested for PFAS/PFOA or other regulated 40 CFR 503 materials, and should these tests exist, will they be shared with the bidders, prior to the execution of contract.

No. PFAS/PFOA testing has not been done and is not required per our operating permit.

12. Would the City consider an option for a Class AA/EQ mobile operation in lieu of Class B disposal?

No. An option for Class A mobile operation is not available.

Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:	<u>Emil Kneis</u>	Company:	<u>Synagro South, LLC</u>
Print Name:	<u>Emil Kneis</u>	Date:	<u>3/11/2024</u>



Addendum #2 – NOTICE OF DELAY
(Issued Monday, March 4, 2024)

ITB 2024-1-UTL, Sludge Disposal Services

This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:

The NEW due date has changed to 3:00 PM EST, **Wednesday, March 13, 2024** from Tuesday, March 5, 2024.

Item	Date
Release Bid	Friday, February 2, 2024
Pre-Bid Meeting (Non-Mandatory) 10:00 AM EST <i>Cooper City Utilities Department located at 11791 SW 49th Street, Cooper City, Florida 33328.</i>	Friday, February 9, 2024
Last Date for Receipt of Questions of a Material Nature	Friday, February 23, 2024
BIDS DUE (Prior to 3:00PM EST) Via www.demandstar.com sealed E-bidding ONLY	Tuesday, March 5, 2024 Wednesday, March 13, 2024
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

The City reserves the right to modify the solicitation schedule. Upon modification of the solicitation schedule, notice will be provided to all proposers online via <https://www.demandstar.com> and the City website.

ATTACHMENT F

FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM
DEPARTMENT OF STATE CORPORATE CHARTER NO. M0600000941

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW** the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority form the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):

- (a) Maintaining, defending, or settling any proceedings.
- (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
- (c) Maintaining bank accounts.
- (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
- (e) Selling through independent contractors.
- (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
- (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
- (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
- (i) Transacting business in interstate commerce.
- (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
- (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
- (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
- (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm in **NOT** a corporation:

- (I) Partnership, Joint Venture, Estate or Trust
(II) Sole Proprieties of Self Employed

NOTE: This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.



Signature of Authorized Agent of Proposer

Synagro South, LLC
Bidder's Legal Name

ATTACHMENT E

BUSINESS ENTITY AFFIDAVIT

I, Emil Kneis, being first duly sworn state:

The full legal name and business address of the person(s) or entity proposing to contract or transact business with the City of Cooper City ("City") are (Post Office addresses are not acceptable), as follows:

76-0612567

Federal Employer Identification Number (FEIN) (If none, Social Security Number)

Synagro South, LLC

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

435 Williams Court, Suite 100

Street Address

Suite

Baltimore, MD 21220

City

State

Delaware

June 23, 1999

State and Date of Incorporation:


Signature of Affiant

March 4, 2024

Date

Emil Kneis

Print Name

ATTACHMENT H

REQUEST FOR PROOF OF WORKERS' COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf>

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.fuia.com, www.piafl.org, or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Risk Division located at City Hall, 9090 SW 50th Place, Cooper City, Florida 33328, or emailed to Insurance@CooperCity.gov.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/07/2024

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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Synagro Technologies, Inc. 435 Williams Court #100 Baltimore MD 21220 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Guarantee & Liability Ins Co		26247
	INSURER B: Steadfast Insurance Company		26387
	INSURER C: Evanston Insurance Company		35378
	INSURER D: Hamilton Insurance DAC		AA1780104
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570103881388 **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab - Claim Made GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GPL013465309	08/01/2023	08/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 Professional Liability \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP 9243960 11	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			MKLV4EFX105191	08/01/2023	08/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	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	Y	WC924396112 (AOS)	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A		N/A	Y	WC924396212 (MA, WI)	08/01/2023	08/01/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Affiliated Entity: Synagro South, LLC
 RE: Project: Sludge Disposal Services ITB 2024-1-UTL.
 City of Cooper and its officers, employees, agents, independent contractors, successors and assigns and other authorized representatives are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Cooper and its officers, employees, agents, independent contractors, successors and

CERTIFICATE HOLDER City of Cooper City 9090 SW 50th Place Cooper City FL 33328 USA	CANCELLATION 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

Holder Identifier : XYZ

Certificate No : 570103881388





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Synagro Technologies, Inc.	
POLICY NUMBER See Certificate Number: 570103881388			
CARRIER See Certificate Number: 570103881388	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
D				ENVXSHI20670102 Excess Liab (15M XS 5M)	08/01/2023	08/01/2024	Aggregate	\$15,000,000
							Each Occurrence	\$15,000,000



ADDITIONAL REMARKS SCHEDULE

<small>AGENCY</small> Aon Risk Services Northeast, Inc.		<small>NAMED INSURED</small> Synagro Technologies, Inc.	
<small>POLICY NUMBER</small> See Certificate Number: 570103881388			
<small>CARRIER</small> See Certificate Number: 570103881388	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

assigns and other authorized representatives in accordance with the policy provisions of the General Liability, Automobile Liability and workers Compensation policies.



Blanket Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-09	08/01/2023	08/01/2024	08/01/2023	50522000	-----	-----

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
435 WILLIAMS COURT
SUITE 100
BALTIMORE, MD 21220

Producer:

AON RISK SERVICES NORTHEAST INC
165 BROADWAY STE 3201 ONE LIBERTY PLAZA
NEW YORK, NY 10006-1404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Agribusiness Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Commercial Umbrella Liability Policy

Commercial Umbrella Liability Policy – Claims Made and Reported Coverage

Contractor’s Pollution Liability Insurance Policy

Contractor’s Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Cleanup and Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Impairment Liability Insurance Policy - Claims Made and Reported Coverage

Environmental Services Package Policy

Excess Environmental Insurance Policy - Claims Made and Reported Coverage

Follow Form Excess Liability Policy

Follow Form Excess Liability Policy – Claims Made and Reported Coverage

Healthcare Pollution Liability Insurance Policy - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Outstanding Loan Balance - Claims Made and Reported Coverage

Lender Environmental Collateral Protection and Liability Insurance Policy – Claims Made and Reported Coverage

Professional Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage

Professional Environmental Consultant’s Liability Insurance Policy

Professional Environmental Consultant’s Liability Insurance Policy - Claims Made and Reported Coverage

Public Entity Pollution Liability - Claims Made and Reported Coverage

Real Estate Environmental Liability Insurance Policy - Claims Made and Reported Coverage

Remediation Stop Loss

Z Choice Pollution Liability

Z Choice® Real Estate Environmental Liability - Claims Made and Reported Coverage

Z Choice™ Pollution Liability - Claims Made and Reported Coverage

Z Link® Commercial General and Pollution Liability

A. If we cancel this policy by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such policy has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:
 - a. After the beginning of the policy period shown in the Declarations; or
 - b. After this endorsement has been added to policy;
2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;
3. Must be in an electronic format that is acceptable to us; and
4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2.**, **3.** and **4.** above.

- B.** Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.
- C.** Proof of emailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.
- D.** Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:
 1. Extend the Coverage Part cancellation date;
 2. Negate the cancellation; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- E.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Blanket Notification to Others of Cancellation or Non-Renewal



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. BAP 9243960-11

Effective Date: 08/01/2023

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph B.1. of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph B.2. of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
 - 1. Must be provided to us prior to cancellation or non-renewal;
 - 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 - 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
 - 1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
- 1.** Extend the Coverage Part cancellation or non-renewal date;
 - 2.** Negate the cancellation or non-renewal; or
 - 3.** Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

**PART SIX
CONDITIONS**

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
 - a. Must be provided to us prior to cancellation or non-renewal;
 - b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
 - c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
 - a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 - b. At least 30 days prior to the effective date of:
 - (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
 - a. Extend the policy cancellation or non-renewal date;
 - b. Negate the cancellation or non-renewal; or
 - c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. WC 9243961-12

Endorsement No.
Premium \$

Insurance Company

Additional Insured-Automatic-Owners, Lessees Or Contractors



Coverage Part One-Commercial General Liability
 Coverage Part Two-Contractor's Pollution Liability

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-09	08/01/2023	08/01/2024	08/01/2023	50522000	-----	-----

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
 435 WILLIAMS COURT
 SUITE 100
 BALTIMORE, MD 21220

Producer:

AON RISK SERVICES NORTHEAST INC
 165 BROADWAY STE 3201 ONE LIBERTY PLAZA
 NEW YORK, NY 10006-1404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO-CONTRACTOR'S POLLUTION LIABILITY

1. Who is an Insured (Section I.) in the COMMON COVERAGE PROVISIONS is amended to include as an additional insured any person(s) or organization(s) whom you are required to add as an additional insured on this policy under a written contract or written agreement.
2. The insurance provided to the additional insured person(s) or organization(s) applies only to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" under COVERAGE PART ONE-COMMERCIAL GENERAL LIABILITY, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
 and resulting directly from:
 - (a) Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - (b) "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement; and/or
 - b. "Claims" arising out of a "pollution event" under COVERAGE PART TWO - CONTRACTOR'S POLLUTION LIABILITY, caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf,
 and resulting directly from:
 - (a) "Covered operations" performed for the additional insured, which is the subject of the written contract or written agreement; or

(b) "Completed operations" of the "covered operations" performed for the additional insured, which is the subject of the written contract or written agreement.

3. However, regardless of the provisions of paragraphs 1. and 2. above, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the written contract or written agreement to provide to such additional insured.

4. With respect to the insurance afforded to the additional insured under this endorsement, the following is added to **Section III – Limits Of Insurance and Deductible:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract or written agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

5. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any architectural, engineering or surveying services.

6. The additional insured must see to it that:

- a. We are notified as soon as practicable of an "occurrence", offense or "pollution event", as applicable, that may result in a claim;
- b. We receive written notice of a claim or "suit" as soon as practicable; and
- c. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

7. For the coverage provided by this endorsement:

a. The following paragraph is added to Paragraph 8.a. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

Primary and Noncontributory Insurance

This Insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following paragraph is added to Paragraph 8.b. Other Insurance, Conditions (Section V.) in the COMMON COVERAGE PROVISIONS:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

8. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

Each person or organization shown in the Schedule is an “insured” for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

Waiver of Transfer of Rights of Recovery Against Others – Blanket as Required by Contract



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GPL 0134653-09	08/01/2023	08/01/2024	08/01/2023	50522000	-----	-----

Named Insured and Mailing Address:

SYNAGRO TECHNOLOGIES, INC.
 435 WILLIAMS COURT
 SUITE 100
 BALTIMORE, MD 21220

Producer:

AON RISK SERVICES NORTHEAST INC
 165 BROADWAY STE 3201 ONE LIBERTY PLAZA
 NEW YORK, NY 10006-1404

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Environmental Services Package Policy

- COVERAGE PART ONE – COMMERCIAL GENERAL LIABILITY
- COVERAGE PART TWO – CONTRACTOR’S POLLUTION LIABILITY
- COVERAGE PART THREE – PROFESSIONAL LIABILITY

In consideration of the payment of premium and the Deductible by you and in reliance upon the statements in the Application made a part hereof, we agree with you, subject to all the terms, exclusions and conditions that with respect to the coverage parts indicated above Conditions (Section V.) of the COMMON COVERAGE PROVISIONS, Condition 14. Subrogation is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization whom you are required to waive your right of subrogation by a written contract or written agreement executed and effective prior to the performance of your services which is the subject of such written contract or written agreement.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: SYNAGRO TECHNOLOGIES, INC. Endorsement Effective Date: 8/1/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s): ONLY THOSE PERSONS OR ORGANIZATIONS FOR WHOM YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY UNDER THE TERMS OF A WRITTEN CONTRACT.
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT, OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **08-01-23** Policy No. **WC 9243962-12**

Insured **SYNAGRO TECHNOLOGIES, INC.**

Endorsement No.

Premium \$ **INCL.**

Insurance Company **ZURICH AMERICAN INSURANCE COMPANY**

Countersigned By _____

ATTACHMENT J

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

Synagro South, LLC

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".



Signature of Affiant

Emil Kneis

Print Name

March 4, 2024

Date

ATTACHMENT K

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Emil Kneis of Synagro South, LLC, attest that all personnel used
(Print Name) (Company Name)
in the performance of this work have had a criminal background check with a passing grade and have been drug tested
with a passing grade and are legally documented to work in the United States.



Signature of Affiant

Emil Kneis

Print Name

March 4, 2024

Date

ATTACHMENT N
(Page 1 of 2)

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES
TO BE RETURNED WITH PROPOSAL

Project Name: Sludge Disposal Services

Project No.: ITB-2024-1-UTL

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:


- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

ATTACHMENT N
(Page 2 of 2)

- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
- e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: Synagro South, LLC
Authorized Signature: 
Print Name: Emil Kneis
Title Sales Support Manager
Date: March 4, 2024
Phone: 410-688-4438

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

- A. A. I am the Sales Support Manager of Synagro South, LLC with a
Title *Company Name*
local office in N/A and principal office in 435 Williams Court, Suite 100
Baltimore, MD 21220.
- B. The entity hereby submits a proposal/offer in response to **ITB 2024-1-UTL, Sludge Disposal Services**.
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.


Signature of Affiant

Emil Kneis, Sales Support Manager
Printed Name & Title

March 4, 2024
Date

ATTACHMENT M

NON-CONFLICT OF INTEREST STATEMENT

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Title *Company Name*
local office in N/A and principal office in 435 Williams Court, Suite 100
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- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
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By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.


Signature of Affiant

Emil Kneis, Sales Support Manager
Printed Name & Title

March 4, 2024
Date

ATTACHMENT I

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
Robert Preston, President & CEO	435 Williams Court, Suite 100 Baltimore, MD 21220	N/A %
Pam Racey, Chief Commercial Officer	" "	N/A %
Kaivan Desai, Chief Financial Officer	" "	N/A %
Alan Slepian, General Counsel, Secretary and Chief Compliance Officer	" "	N/A %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:



Signature of Affiant

Emil Kneis

Print Name

March 4, 2024
Date

State of Florida

Department of State

I certify from the records of this office that SYNAGRO SOUTH, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on February 17, 2006.

The document number of this limited liability company is M06000000941.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 2, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of August, 2023*




Secretary of State

Tracking Number: 8254632410CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



February 20, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

SYNAGRO SOUTH, LLC
4512 BRITTMOORE RD.
HOUSTON, TX 77041

Qualification documents for SYNAGRO SOUTH, LLC were filed on February 17, 2006, and assigned document number M0600000941. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date. In accordance with section 608.406(2), F.S., the name of this limited liability company is filed with the Department of State for public notice only and is granted without regard to any other name recorded with the Division of Corporations.

This document was electronically received and filed under FAX audit number H06000044836.

A limited liability company annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please contact this office at the address given below.

Deborah Bruce
Document Specialist
Registration/Foreign Qualification
Division of Corporations

Letter Number: 406A00011725

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. Synagro South, LLC
(Name of Foreign Limited Liability Company)

2. Delaware
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 76-0612567
(FEI number, if applicable)

4. 12/31/2005
(Date of Organization)

5. Perpetual
(Duration: Year limited liability company will cease to exist or "perpetual")

6. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 4512 Brittmooore Road
Houston, TX 77041
(Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here

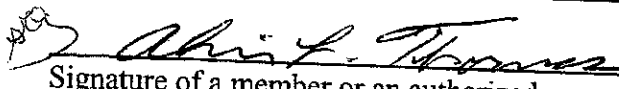
9. The name and usual business addresses of the managing members or managers are as follows:

Synagro-WWT, Inc., 1800 Bering Drive, Suite 1000, Houston, TX 77057

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: _____

Residuals Management Services


Signature of a member or an authorized representative of a member.
(In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

Alvin L. Thomas
Typed or printed name of signee
Vice President & Secretary, Synagro-WWT, Inc. - Manager

CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

Synagro South, LLC

2. The name and the Florida street address of the registered agent and office are:

C T Corporation System
(Name)

1200 South Pine Island Road
Florida Street Address (P.O. Box **NOT** ACCEPTABLE)

Plantation, Florida 33324
City/State/Zip

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.

By: *Denise Bell*
C T Corporation System
(Signature)

Denise Bell
Assistant Secretary

- \$ 100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

Delaware

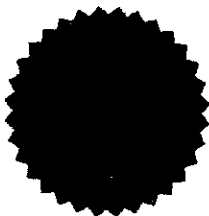
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SYNAGRO SOUTH, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIRST DAY OF FEBRUARY, A.D. 2006.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3060217 8300

060098035

AUTHENTICATION: 4493886

DATE: 02-01-06

ATTACHMENT B

REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: City of Venice
ADDRESS: 401 W. Venice Ave., Venice, FL 34285
CONTACT NAME: Chloe Crouch
CONTACT'S TITTLE: Operations Supervisor Utilities
TELEPHONE: 941-232-2665
E-MAIL (REQUIRED): ccrouch@venicegov.com
CONTRACT PERIOD: FROM: 2003 TO: Present

2. ENTITY/COMPANY NAME: Indian River County
ADDRESS: 1840 25th Street, Vero Beach, FL 39260
CONTACT NAME: Terry Southard
CONTACT'S TITTLE: Utilities Operations Manager
TELEPHONE: 772-567-8000
E-MAIL (REQUIRED): tsouthard@ircgov.com
CONTRACT PERIOD: FROM: 2004 TO: Present

3. ENTITY/COMPANY NAME: Sarasota County
ADDRESS: 7905 S. McIntosh Rd., Sarasota, FL 34238
CONTACT NAME: Dave Sell
CONTACT'S TITTLE: Wastewater Manager
TELEPHONE: 941-650-2706
E-MAIL (REQUIRED): dsell@scgov.net
CONTRACT PERIOD: FROM: 2002 TO: Present

This page shall be completed IN FULL and submitted with your bid.

ATTACHMENT L

SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Emil Kneis, Sales Support Manager, on behalf of Synagro South, LLC
Print Name and Title *Company Name*
certify that Synagro South, LLC does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

- 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
- 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Synagro South, LLC
Company Name

Emil Kneis
Print Name

Sales Support Manager
Title

Signature

ATTACHMENT C

(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: Emil Kneis, Sales Support Manager

(print individual's name and title)

for: Synagro South, LLC

(print name of entity submitting sworn statement)

whose business address is: 435 Williams Court, Suite 100, Baltimore, MD 21220

and (if applicable) its Federal Employer Identification Number (FEIN) is: 76-0612567.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

ATTACHMENT C

(Page 2 of 2)

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



Signature

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Synagro South, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 435 Williams Court, Suite 100</p> <p>6 City, state, and ZIP code Baltimore, MD 21220</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
7	6	-	0	6	1	2	5	6	7

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/11/2024
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.