

AGREEMENT

THIS AGREEMENT is dated as of the 26th day of March in the year 2019 by and between **PASCO COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter called "County") and **Synagro South, LLC** (hereinafter called "Contractor").

WITNESSETH:

WHEREAS, County desires to retain Contractor to provide **ONGOING AND AS NEEDED SEWAGE SLUDGE DEWATERING AND HAULING SERVICES**; and

WHEREAS, County has selected Contractor in accordance with competitive bidding procedures; and

WHEREAS, Contractor agrees to serve as County's Contractor for **ONGOING AND AS NEEDED SEWAGE SLUDGE DEWATERING AND HAULING SERVICES** based upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This contract consists of providing all materials, labor, equipment, and services necessary for performing on-site sewage sludge dewatering services and also transportation services of non-dewatered sewage sludge on an as needed basis for the Pasco County Utilities Department.

ARTICLE 2 - COUNTY'S REPRESENTATIVE

The Project is administered by:

Pasco County Utilities
19420 Central Blvd.
Land O' Lakes, Florida 34637

Who is to act as County's representative, assume all duties and responsibilities, and have the rights and authority assigned to the County's representative in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 Unless prior notice to the contrary is given to the Contractor by the County, the Contract shall be in full force and effective starting on the date of BOCC approval and continuing for 3 consecutive years, expiring in 2022.

ARTICLE 4 – LIQUIDATED DAMAGES

- 4.1 Failure of the contractor to perform as described in the Contract Documents, or failure to complete all activities as required as provided herein may be just cause for the assessment of damages, as described below, and such damages shall be considered as liquidated damages.
- 4.2 Failure to perform dewatering services could result in mobilizing liquid sludge offsite. In such an event the actual damages to the County for any delay and transportation will be difficult or impossible to determine. Therefore, in lieu of actual damages the Contractor may be subject to a reduction from the next monthly invoice by the amount of \$0.05 per gallon as fixed, agreed, and liquidated damages for each gallon of liquid sludge transported offsite due to the Contractor's failure to perform or due to its negligence. Such deductions will continue until said service is properly performed or the contract is cancelled. In addition to these charges, failure to obtain the 20% solids content from the dewatering process will result in deduction in payments as further explained in the Technical Specifications Section.
- 4.3 These charges are intended to act as an incentive for the Contractor to perform in full compliance with the specifications. Acknowledgement and agreement is given by both parties that the amount herein above set is not intended to be, nor shall be deemed to be, in the nature of a penalty.

ARTICLE 5 - CONTRACT PRICE

- 5.1 The undersigned Bidder agrees to accept as full compensation for all work required by these contract documents the unit price items named in the Bid Form. It is understood and agreed that the unit prices quoted or established for a particular item are to be used for computing the amount to be paid to the Bidder based on quantities actually serviced as determined by the applicable measurement and payment portion of Contract Conditions.
- 5.2 Discounts for prompt payment requiring payment by the County within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the County of a correct invoice describing reasonable work allocable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later. Discounts for payment in less than sixty (60) days will not be considered during evaluation for award, but may be taken if applicable after award.
- 5.3 All incidental costs, including allowances for profit and tools of the trade, must be included in the unit prices.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.1 Unless otherwise indicated in the bid documents, payment terms will be net forty-five (45) days. Terms not consistent with this provision are not acceptable and may be cause for rejection. Pasco County will pay the contractor within forty-five (45) days after the receipt of a correct invoice for reasonable work allocable to the contract or after the

date of acceptance of work that meets contract requirements, whichever event occurs later. Payment(s) are considered effective on the date payment is mailed.

- 6.2 The Board has adopted Resolution No. 95-70, incorporating its Invoice Payment Procedures Policy in order to help ensure that Contractors providing goods and/or services to the Board receive payment in a timely manner and in accordance with Chapter 218, Part VII, Florida Statutes, (the Florida Prompt Payment Act). A copy of Resolution No. 95-70 (which includes the policy) is available for viewing during normal business hours at the Office of the Pasco County Clerk of the Circuit Court; 38053 Live Oak Avenue; Department of Secretarial Services, Room 205; Dade City, Florida 33525. Copies of the Resolution may be obtained at a cost of \$1.20 (one dollar and twenty cents). Please make your check payable to Paula O' Neil, Clerk of the Circuit Court, and forward payment to the Department of Secretarial Services at the address noted above. For further information, please call (352) 521-4347.
- 6.3 Several payment options are available to successful Contractor, upon receipt of a proper invoice:
 - 6.3.1 Check may be mailed to the remit address on the invoice. The check is mailed the day after Board approval.
 - 6.3.2 Check may be picked up in Dade City after 1:00 pm. The Contractor must pick up the check the day after Board approval. The successful bidder or contractor must call (352) 521-4599 for detailed instructions and forms.
 - 6.3.3 Payment may be wire-transferred to the Contractor's bank account. The Contractor must call (352) 521-4599 for detailed instructions and forms.

ARTICLE 7 - TERMINATION OF AGREEMENT

- 7.1 County may terminate or cancel this Agreement at its discretion and said termination shall be effective, with cause after written notice has been provided to the Contractor or without cause after 30 days written notice has been provided to the Contractor.
- 7.2 Following termination, County shall make a settlement with the Contractor upon a pro rata basis as determined by County, which shall fix the value of the Services performed by the Contractor prior to the termination or cancellation of this Agreement.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

In order to induce County to enter into this Agreement, Contractor makes the following representations:

- 8.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- 8.2 Contractor understands the estimate of quantities of the item of work and materials, if set forth in the Proposal Form, is approximate only and is given solely to be used as a

uniform basis for the comparison of Proposals. The quantities actually required to complete the work may be less or more than so estimated, and, if awarded a contract for the work specified, the Contractor agrees that he will not make any claim for damages or for loss of profits or for an extension of time because of a difference between the quantities of the various classes of work assumed for comparison of Proposals and quantities of work actually performed. The County further reserves the right to vary the quantities in any amount.

ARTICLE 9 - CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire Agreement between County and Contractor concerning the Work, consist of the following:

- 9.1 This Agreement.
- 9.2 Invitation to Bid.
- 9.3 Instructions to Bidders.
- 9.4 Condition of Contract.
- 9.5 Proposal and Bid Forms.
- 9.6 Insurance Certificate.
- 9.7 Contract Forms
- 9.8 Specifications.
- 9.9 Addenda numbers 1 to, 1 inclusive.
- 9.10 Documents submitted by Contractor prior to Notice of Award (Pages 24 to, 34 inclusive).
- 9.11 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All written authorizations; all written amendments; and all other documents amending, modifying, or supplementing the Contract Documents.

There are no Contract Documents other than those listed above in this Article 9. The Contract Documents may only be amended, modified, or supplemented as provided in the Conditions of Contract section of the Contract Documents.

ARTICLE 10 - SUBCONTRACTORS

The Contractor shall not sublet, assign, or transfer any Goods and/or Services specifically set forth under this Agreement without the prior written consent of County. All persons used by the Contractor for fulfilling the requirements of this Agreement must be employees of the Contractor.

ARTICLE 11 – INDEMNIFICATION

- 11.1 The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses and expenses, including court costs and attorney's fees, arising out of or resulting from the CONTRACTOR'S errors, omissions, mistakes, and/or negligence.
- 11.2 The CONTRACTOR shall further be liable for and shall indemnify and hold the COUNTY harmless for any and all claims, suits, judgments, damages, losses and expenses, including court costs and attorney's fees, arising out of or resulting from the errors, omissions, mistakes, and/or negligence of any Subcontractor(s) and/or Subcontractor(s) engaged by CONTRACTOR during the Effective Period of this Agreement performing or furnishing services, work and materials pursuant to this Agreement or any WORK ORDER(S) or Notices To Proceed issued hereunder. The CONTRACTOR shall not be liable to nor indemnify the COUNTY for any portion of damages or claims arising out of error, omission, and/or negligence of the COUNTY, its employees, designated representatives, and agents.
- 11.3 The CONTRACTOR'S indemnification obligation under this provision shall not be limited in any way to the consideration hereunder, the agreed upon contract price as shown in this Agreement, or the CONTRACTOR'S lack of sufficient insurance protection. The CONTRACTOR hereby acknowledges and expressly agrees that the compensation to be paid to the CONTRACTOR by the COUNTY pursuant to this Agreement specifically includes compensation as consideration for the indemnification provided herein.
- 11.4 The duties and obligations imposed upon the CONTRACTOR by this Agreement and the rights and remedies available hereunder, shall be in addition, and not limited, to any otherwise imposed or available in law or in equity, whether by statute, special guarantee, or otherwise.

ARTICLE 12 - MISCELLANEOUS

- 12.1 Contractor shall perform all Services under this Agreement as an independent contractor. Contractor shall not be considered an agent of County nor shall Contractor's subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the Contractor be considered agents of County.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assign or from any duty or responsibility under the Contract Documents.
- 12.3 County and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns,

legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

12.4 The Contractor hereby guarantees all work performed in accordance with the terms of the Contract with County against defects due to faulty workmanship or materials for a period of 365 days from the date of repair. During the period of the guarantee, the Contractor agrees to make all repairs necessitated by reason of faulty workmanship or materials at no cost to the County, subject to the following additional conditions.

12.4.1 This guarantee is in addition to factory warranties covering material where applicable under contract.

12.4.2 Nothing herein contained shall serve to modify or limit the obligations of the Contractor to faithfully fulfill and complete its obligations under the Contract.

12.4.3 Specifically excluded from this guarantee is maintenance of equipment or repair of any damage caused by normal wear and tear, fire, windstorm, or other casualties.

12.5 The Agreement shall be governed by and construed under the laws of the State of Florida.

12.6 Venue for any action arising under this Agreement shall lie in Pasco County, Florida at the West Pasco Judicial Center.

12.7 Any notices or other writings permitted or required to be delivered as described and required under the provisions of this Agreement shall be delivered by sending the notice by Certified Mail, Return Receipt Requested, and addressed as follows:

If to County:

Public Infrastructure, Pasco County Utilities
19420 Central Blvd.
Land O' Lakes, FL 34637

Attention: Michael J. Carballa, P.E. BCEE
Assistant County Administrator, Public Infrastructure

If to the Contractor:

Synagro South, LLC
435 Williams Court, Suite 100
Baltimore, MD 21220

Attention: Ben C. Smith Jr. – VP & Treasurer

ARTICLE 12 – LAW COMPLIANCE

12.1 Each party will comply will all applicable Federal, State and Local laws, rules, regulations and guidelines, related to performance under this Agreement. In particular, the Contractor

verifies and affirms that it is in compliance with 8 USC Sec. 1324 prohibiting the employment either directly or by contract, subcontract or exchange of unauthorized aliens in the United States. The County will consider the employment of unauthorized aliens by any Contractor during the term of the Agreement a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this Agreement by the County

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives as noted below.



ATTEST: Paula S. O'Neil, Ph.D.
Clerk & Comptroller

BOARD OF COUNTY COMMISSIONERS:
Pasco County, Florida

BY: Mukul Chheda
CLERK & Comptroller

BY: Ronald E. Oakley
CHAIRMAN, RONALD E. OAKLEY

APPROVED
IN SESSION

MAR 26 2019

PASCO COUNTY
BCC

ATTEST:

CONTRACTOR:
SYNERGO SOUTH, LLC

WITNESS 1.

Emil Kneis
EMIL KNEIS
(Printed name of signatory)

BY: [Signature] (SEAL)
Authorized Corporate Officer or
Individual (Sign Before Two
Witnesses and Notary Public)

WITNESS 2:

Bala Vairavan
Bala Vairavan
(Printed name of signatory)

ASSISTANT SECRETARY
(Printed title of signatory)

435 WILLIAMS COURT, STE 100
BALTIMORE, MD 21220
(Business Address of Contractor)

443 489 9000
Business Phone of Contractor

**ACKNOWLEDGEMENT OF CONTRACTOR
(IF A CORPORATION OR LIMITED LIABILITY COMPANY)**

STATE OF MARYLAND }
COUNTY OF BALTIMORE }SS

On this 15TH day of FEBRUARY, 2019, before me, the undersigned authority, personally appeared ELIZABETH GIRANT, to me known to be the individual described in and who executed the foregoing instrument as the ASSISTANT SECRETARY [title] of SYNAGRO SOUTH, LLC [name] of corporation or limited liability company), a DELAWARE [state] of incorporation/establishment] LLC [type] of entity], the CONTRACTOR herein, and who severally and duly acknowledged the execution of such instrument as such an officer of the aforesaid CONTRACTOR, for and on behalf of, and as the act and deed of, the CONTRACTOR, pursuant to the powers conferred upon said officer by the Board of Directors or other appropriate authority of the CONTRACTOR, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects.

WITNESS my hand and official seal the date aforesaid.

Constance A. Reynolds
(Signature of Notary Public - State of ~~Florida~~ Maryland)

Constance A. Reynolds
(Print, Type, or Stamp Commissioned Name of Notary Public)

Constance A. Reynolds
Notary Public
Anne Arundel County, Maryland
My Commission Expires
September 28, 2019

Personally known or produced identification [check one]

Type of identification produced _____ [describe].

(NOTARY SEAL)

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Synagro-WWT, Inc.	
2 Business name/disregarded entity name, if different from above Synagro South, LLC	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>Applies to accounts maintained outside the U.S.</small>
5 Address (number, street, and apt. or suite no.) See instructions. 435 Williams Court, Suite 100	Requester's name and address (optional)
6 City, state, and ZIP code Baltimore, MD 21220	
7 List account number(s) here (optional)	

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:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 1/3/19
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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-INT (interest earned or paid)

- 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.