

"A City for All Ages"

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE



A CITY FOR ALL AGES

LETTER OF TRANSMITTAL

DATE: June 17, 2013

TO: Synagro South, LLC
1800 Bering Drive Suite 100
Houston, TX 77057

FROM: City Clerk's Office
City Of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: CONTRACT #: 20130004
WW Sludge Hauling

PLEASE FIND ENCLOSED:

☒ FULLY EXECUTED ORIGINAL CONTRACT FOR YOUR FILE.

☐ FULLY EXECUTED **COPY** OF THE CONTRACT FOR YOUR FILE.

☐ OTHER:

SINCERELY,

Sally Walsh
Deputy Clerk/Record Analyst

MEMORANDUM

DATE: June 10, 2013

TO: City Clerk's Office

FROM: Gina Jolly
Office of Management & Budget

SUBJECT: Authorization to Release Contract

CONTRACT: # 20130004

CONTRACT TITLE: WW Sludge Hauling

VENDOR NAME: Synagro South, LLC

VENDOR ADDRESS 1800 Bering Drive Suite 100

CITY & STATE: Houston, Texas 77057

ENCUMBRANCE REQUIRED: Yes,

DATE COUNCIL APPROVED: 5/13/13

Please accept this memorandum as your authority to distribute the executed document.

Thank you.

Attachment(s): 2 original signed contracts, sign off sheet, insurance

RECEIVED

JUN 14 2013

City Manager's Office

**CITY OF PORT SAINT LUCIE
CONTRACT #20130004**

This CONTRACT, executed this 17 day of June, 2013, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and SYNAGRO SOUTH, LLC, a Foreign Limited Liability Company, whose principal address is 1800 Bering Drive, Suite 100, Houston, TX 77057, Telephone No. (713) 369-1700, Fax No. (713) 369-1775, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor Sue A. Gregory, Secretary
Email: sgregory@Synagro.com

City Contract Administrator: Office of Management & Budget
Attn: Helen Quintana
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 5221 Fax 772 871 7390
Email: hquintana@cityofpsl.com

City Project Manager: Brad Macek, Assistant Utility Director
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772 873-6400 Fax 772 873 6405
Email: bmacek@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20130004 for **Bio-Solids Hauling Services and all Addenda**, are hereby incorporated by this reference.

1. The daily removal of bio-solids from the Wastewater Treatment Plant located at: 10700 N.W. Glades Cut-Off Road, Port St. Lucie, 34987 and Westport Wastewater Treatment Plant, 3721 SW Darwin Blvd., Port St. Lucie, FL, 34959. Other Wastewater Treatment Plant(s) needing this service may be added at a later date.
2. Approximately 22 to 25 wet tons per trailer removed from each Wastewater Plant.
3. Estimated 4-6 trailer loads removed per week with increasing frequency expected as flows to the facility increase and plant expands operation from the Glades WWTP.

4. Estimated 5-7 trailer loads removed per week with increasing frequency expected as flows to the facility increase at the Westport WWTP.
5. Price of hauling of bio-solids only, all tipping fees to be paid by the City directly.
6. Trailers must be of the end dump type and able to haul 22-25 wet tons per load.
7. Minimum of three (3) trailers available for use at all times per plant. Each plant must have two (2) empty trailers onsite with one (1) spare to swap out when a full trailer is picked up. Vendor must provide assurances that no delay in hauling, as a result of not providing the equipment, can take place during the contract.
8. Glades times for trailer removal are from 5:00 a.m. to 8:00 p.m. Monday through Friday and 5:00 am to 2:00 pm on Saturday. Westport times for trailer removal are from 7:00 am to 8:00 pm Monday through Friday. Trailers may also be hauled out Saturday morning between 7:00 am and 12:00 pm. No trailers containing bio-solids may be left over the weekend. Westport normally dewateres 5 days per week.
9. All drivers must be CDL licensed and be insured for this work. Proof of CDL license and insurance for all drivers must be provided by the Vendor.

Utility Department Responsibility:

1. Access to the Plant site. Glades WWTP site is manned 24 hours/day, 7 days/week. Westport WWTP site is manned 16 hours/day, 7 days/week.
2. Provide space for parking trailers on Plant site inside building..
3. Monthly reports of amounts transported provided.

SECTION II TIME OF PERFORMANCE

The Contract shall start June 17, 2013 and terminate June 17, 2018 with an option to renew for an additional five (5) year term. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered.

SECTION III COMPENSATION

The total amount to be paid by the City to the Contractor will be **\$9.75 per wet ton delivered to St. Lucie County landfill and \$16.85 per wet ton delivered to Okeechobee County landfill**. Payments will be paid monthly for services rendered, provided Contract Supervisor or his/her designee approves invoices as provided in Section XII. A one-time ten-dollar (\$10.00) payment for indemnification as provided in Section V herein shall be paid to Contractor prior to start of any work for the City. Contractor shall invoice the City for the amount of the indemnification payment and said invoice shall accompany the signed Contracts.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

Invoices for services shall be submitted once a month, by the 10th day of the month, and payments shall be made net thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program,

which guarantees payment within several days. Payments shall be made provided the submitted invoice is accompanied by adequate supporting documentation and approved by Contract Supervisor or his/her designee as provided in Section.XII.

All invoices and correspondence relative to this Contract must contain the Purchase Order number and Contract number.

Escalator: C.P.I.

The contract term is 5 years from June 17, 2013 to June 17, 2018 or until contract is terminated by the City. The contract price shall be adjusted yearly in the manner provided below:

The proposals submitted by the Contractor shall state what percentage of the contract price applies to fuel (diesel). After the first twelve (12) months of the Contract, the City will consider fuel (diesel) adjustments. The City will implement fuel (diesel) adjustments only if fuel (diesel) prices rise or decline 5% from the prior twelve (12)) month period. The City shall base fuel adjustments on **11%** of contracted price. The price of the contract shall be increased or decreased annually by the percentage difference based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Fuel (All Types) annual index (Un-Adjusted) using the December to December report from the prior year. See C.P.I Sample below:

The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at <http://www.bls.gov/cpi/home.htm>.

CPI-U Calculation Example

CPI for current period – December 2014	230.379
Less CPI for December 2013	226.545
Equals index point change	3.834
Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the fuel/diesel portion of the contract. If City agrees that said services are required and the negotiated cost is acceptable. In this example there would not be an increase since the percentage is less than 5%.

**SECTION IV
CONFORMANCE WITH BID**

It is understood that the materials and/or services required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Office of Management and Budget of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

**SECTION V
INDEMNIFICATION/INSURANCE**

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful misconduct of the Contractor or Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products and Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also

be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurers clause. There shall be no exclusion for Mold, Silica or Respirable Dust or Bodily Injury or Property Damage arising out of heat, smoke, fumes or ash from a hostile fire.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, municipality of the State of Florida, its officers, employees and agents, and Contract #20130004, Hauling of Bio-Solids."** Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be accepted by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon receipt of thirty (30) days written notice from the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer,

or when Umbrella or Excess Liability is written on "Non-Follow" form, the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION VI PERFORMANCE AND PAYMENT BONDS

The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the contract price when the contract amount reached \$200,000.00 per contract year. The City will execute the Contract, it is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in effect for the term of the contract.

The failure on the part of the Contractor to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation will be cause for the annulment of the award.

SECTION VII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by the Director of OMB or his designee as representing the City. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION IX COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and work done are to comply with all local, state and federal laws and regulations.

SECTION X CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION XI NOTICE OF PERFORMANCE

When required services have been delivered and required work performed Contractor shall submit a request for inspection in writing to the Contract Supervisor or his/her designee, if deemed necessary by Contract Supervisor.

SECTION XII DELIVERY DOCUMENTATION

Where Contract provides in whole or in part, for the sale and purchase of services Contractor shall prepare a delivery ticket in triplicate for each shipment of material delivered per specifications. The delivery ticket shall be signed by the Contract Supervisor or his/her designee receiving the material. One copy shall be given to the Contract Supervisor or his/her designee with the material. The Contractor shall retain one copy, and one copy shall accompany the Contractor's invoice. Delivery documentation process will be determined by Contract Supervisor, if any changes in process are deemed necessary.

SECTION XIII INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required services have been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Contract Supervisor or his/her designee, shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required services have been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the services and work is entirely satisfactory, the Contract Supervisor or his/her designee, shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section III. If, on such inspection the Contract Supervisor or his/her designee, is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Contract Supervisor. Such examination, inspection, or tests made by the Contract Supervisor or his/her designee, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

SECTION XIII ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

SECTION XV LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of this Contract.

SECTION XVI SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

SECTION XVII ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVIII TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver services as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract, or as modified as provided in this Contract or as extended pursuant to section XXI of this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays: If services are not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one hundred dollars (\$100.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays: The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of services due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must

promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination of Contract Notification: The City may terminate this Contract with or without cause by giving the Contractor thirty (30) days notice in writing. Upon delivery of said notice, the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due contractor except for work timely completed.

SECTION XVIII LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII RENEWAL OPTION

In the event Contractor offers in writing, prior to the termination of this Contract, to provide the identical services required in this Contract for an additional five (5) year period with continued annual price adjustments, and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiations, may, with the mutual agreement of the Contractor, extend this Contract for the additional five (5) year term.

NOTE: Contractor may exercise the option to renew by submitting a written submission three (3) months prior to the termination of the Contract period.

**SECTION XXIII
ENTIRE CONTRACT**

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

Balance of page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: Jeff Bremer
Interim City Manager

ATTEST:

By: Karen A. Phillips
City Clerk

By: Pauline Salopek
Authorized Representative of SYNAGRO SOUTH LLC
Pauline Salopek-Vice President

State of: TEXAS

County of: HARRIS

Before me personally appeared: Pauline Salopek
(please print)

Please check one:

Personally known X

Produced Identification: _____
(type of identification)

Identification No. _____

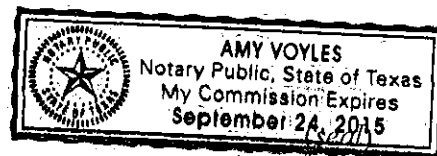
and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this 31st day of May, 2013.

Amy Voyles
Notary Signature

Notary Public-State of Texas at Large.

My Commission Expires 9/24/2015



MEMORANDUM

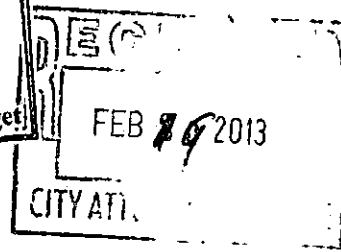
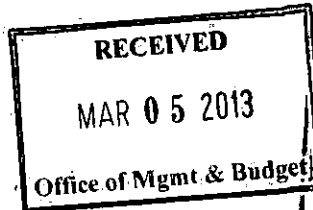
DATE: 2/15/13

TO: Department Directors

FROM: Cheryl Shanaberger

SUBJECT: SB#20130004 Hauling Bio-Solids

Date Needed by:



Please review the attached. Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

Department has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

P. 2, 9, 10, 11, 18, 19, 26, 27, 28, 29, 30
(Pending Changes Listed)

3/5/13

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.
OMB Confirmation: _____

(Date)

MEMORANDUM

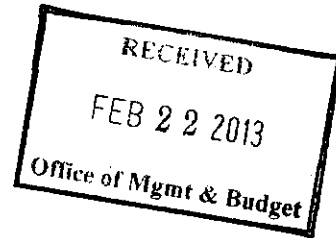
*Waste Pro
Accurate*

DATE: 2/15/13

TO: Department Directors

FROM: Cheryl Shanabarger

SUBJECT: SB#20130004 Hauling Bio-Solids



Date Needed by:

Please review the attached. Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

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(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes ☒)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.
OMB Confirmation: _____

(Date)

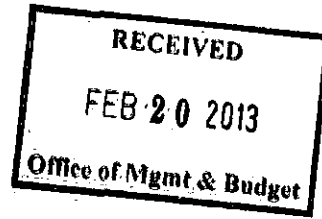
MEMORANDUM

DATE: 2/15/13

TO: Department Directors

FROM: Cheryl Shanaberger

SUBJECT: SB#20130004 Hauling Bio-Solids



Date Needed by:

Please review the attached. Next, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

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(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes _____)

(Pending Changes Listed)

(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:
(With Changes _____ Without Changes ☒)

(Pending Changes Listed)

(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.
OMB Confirmation: _____

(Date)

Edwin M. Zujewski

2/20/13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/24/2013

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 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 The Addis Group Inc 2500 Renaissance Blvd Suite 100 King of Prussia PA 19406-2772	CONTACT NAME: Keith Boyer	
	PHONE (A/C, No, Ext): E-MAIL: ADDRESS:	
INSURED SYNAG-1 Synagro Technologies, Inc. SEE BELOW FOR ITS AFFILIATED ENTITY 435 Williams Court, Suite 100 Baltimore MD 21220	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Ironshore Specialty Ins. Co.	25445
	INSURER B: Zurich American Insurance Co.	16535
	INSURER C: American Zurich Insurance Co.	40142
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 453819648

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Not Excluded GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		001659300	5/1/2013	5/1/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP9243960-01	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	001659400	5/1/2013	5/1/2014	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC9243961-01 All Other WC9243962-01 Wisconsin	5/1/2013 5/1/2013	5/1/2014 5/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS 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	Contractor Operations Professional Serv. Environmental Pollution/Legal Liability		001659300	5/1/2013	5/1/2014	Each Occurrence Limit 1,000,000 Deductible 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*UMBRELLA POLICY ALSO COVERS OVER ALL POLLUTION POLICIES.

AFFILIATED ENTITY: SYNAGRO SOUTH, LLC. RE: Bio-Solids Hauling Services, Contract #20130004. City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees are named as Additional Insured on all policies except Workers Compensation/EL where required by written contract. A waiver of subrogation applies where required by written contract. Coverage is primary and non-contributory.

CERTIFICATE HOLDER**CANCELLATION 30 DAYS EXCEPT 10 DAYS FOR NON-PAY**

City of Port Saint Lucie 121 SW Port St. Lucie Blvd Port St. Lucie FL 34984-5099	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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