

# Contract # 20130004 Amendment # 1

Contract # 20130004

Amendment # 1

Date:

4/3/14

Contract Title: Wastewater Sludge Hauling

Contractor's Name: Synagro South, LLC

Start Date: 3/25/14

Current Expiration: 6/17/18

The following modifications to the Terms and Conditions contained in Contract # 20130004 between Synagro South, LLC dated June 17, 2013 and the City of Port St. Lucie are hereby incorporated and made a part of that Contract/Agreement.

1. Haul wastewater sludge to the Holopaw Landfill at \$19.13 per ton. The tipping fees shall be paid by the Contractor at \$29.62 per ton. The total to be paid to the Contractor is \$48.75 per ton.
2. Escalator for tipping fees will start June 2015 which will only increase if the contractor has an increase by the landfill owner and at the exact amount increased by the landfill owner.
3. Escalator for hauling fess for the June 2014 year will be waived starting June 2015, CPI-U will be calculated for transportation as listed on page 3 of the contract as follows:

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## 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 starting June 2015 for the hauling fee only in the manner provided below:

In June 2015 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 the hauling 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%.

4. All other terms and conditions of the original contract and/or Addenda apply.

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 B. Remer*  
City Manager

By: \_\_\_\_\_

*D. Eric Zimmer*  
Authorized Representative of Synagro South, LLC

State of: Maryland

County of: Baltimore

Before me personally appeared: \_\_\_\_\_

*D. Eric Zimmer*

(please print)

Personally known ☒

or Produced Identification: \_\_\_\_\_

(type of identification)

Identification No. \_\_\_\_\_

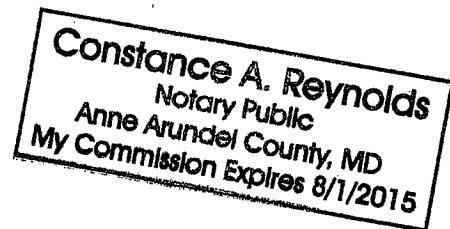
known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that he executed said instrument for the purposes therein expressed.  
(s/he)

WITNESS my hand and official seal, this 1<sup>st</sup> day of April, 2014.

Notary Signature

Notary Public-State of Maryland at Large

My Commission Expires August 1, 2014




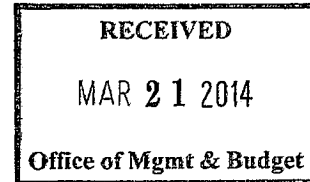
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## INTEROFFICE MEMORANDUM

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To: Dave Pollard, OMB Director  
From: Jesus A. Merejo, Utility Director   
Subject: Synagro Contract, Amendment #1  
Date: March 20, 2014



**Background:** The Utility Systems Department has an existing contract with Synagro South, LLC (Contract #20130004) to perform the services of hauling biosolids from our Glades and Westport Wastewater Treatment facilities to St. Lucie County Landfill and Okeechobee County Landfill. This contract is being used to haul biosolids only to the St. Lucie County Landfill since it is more cost effective than hauling to Okeechobee County. We have been asked by the County to seek an alternative solution and location for our biosolids.

**Additional Information:** St. Lucie County has recently communicated a new position with regard to their future acceptance of our dewatered biosolids into their Class I landfill. They claim that an analysis which was conducted by the consulting and engineering firm of CDM Smith concluded that continuing to accept our biosolids can have a negative effect on their landfill gas collection, including other potential impacts. They have communicated that they will continue to accept the biosolids until an alternative solution has been identified. However, as of March, 20, 2014, it was communicated to staff that the landfill was no longer interested in receiving our biosolids and that an immediate alternative be found.

For this reason, the department is recommending an alternate solution to haul our dewatered biosolids to another landfill facility by way of a contract amendment.

**Purpose & Scope:** The WSI, J.E.D. Solid Waste Management Facility, Omni Landfill in Holopaw, Florida can accept our dewatered biosolids through our agreement with Synagro South, LLC. The modifications to the terms and conditions contained in Contract # 20130004 between Synagro South, LLC dated June 17, 2013 and the City of Port St. Lucie are outlined as follows:

1. Haul wastewater sludge to the Omni Landfill in Holopaw at \$19.13 per ton. The tipping fees shall be paid by the Contractor at \$29.62 per ton. The total to be paid to the Contractor is \$48.75 per ton.
2. Escalator for tipping fees will start June 2015 which will only increase if the contractor has an increase by the landfill owner and at the exact amount increased by the landfill owner.
3. Escalator for hauling fess for the June 2014 year will be waived starting June 2015, CPI-U will be calculated for transportation as listed in the existing contract.

**Recommendation:** Staff is recommending an amendment be made to the contract with Synagro South, LLC (Contract #20130004), as attached. We ask that this alternative solution be made so that hauling of the City's biosolids can commence immediately with Council approval.

If you have questions or need additional information, please contact Brad Macek or Julian Aldarondo. Otherwise, your assistance in forwarding this item for City Council approval will be greatly appreciated.

Attachment

c: Jeff Bremer, City Manager  
Patricia Roebeling, City Engineer/Interim Assistant City Manager  
Brad Macek, Assistant Director  
Jeanette Thompson, Utility Budget & Procurement Mgr.  
Max Harper, Chief Operator, Glades WWTP  
Bruce Sloan Chief Operator, Westport WWTP

## ANNUAL CONTRACT INFORMATION REPORT

IT IS TIME FOR THE RENEWAL OF THE FOLLOWING CONTRACT. PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE OFFICE OF MANAGEMENT AND BUDGET. THANK YOU.

CONTRACT # 20130004

TITLE: WW Sludge Hauling

CONTRACTOR'S NAME: Synagro South, LLC

DEPARTMENT: Utilities

DATE DUE: 2/26/14

(5 DAYS AFTER RECEIPT BY DEPT)

**CHECK THE APPROPRIATE RESPONSE BELOW:**

	EXCELLENT	GOOD	FAIR	POOR
Response Times	✓			
Quality of Work	✓			
Communication with Utilities staff	✓			
Adherence to Specifications	✓			
Problem Solving	✓			
Overall Performance	✓			

**Comments:** List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

IF APPLICABLE, WOULD YOU RENEW THIS CONTRACT: Yes or No  
(circle one)

CONTRACT SUPERVISOR: Brad Macek (print) DATE: 2-24-14

DEPARTMENT HEAD SIGNATURE: [Signature]

# CONTRACT SIGN-OFF SHEET

City Contract: 20130004 Amend #1

Name: Gina Jolly

Date sent: 2/25/14

Title: WW Sludge Hauling

MAR 27 2014

Encumbrance Required: Yes (X) No ( ) Office of Mgmt & Budget Item Was Budgeted: Yes ( ) No ( )

Expenditure From:	431	3512/3513	543410	
	Fund	Cost Center	Object Code	Project #

Attached for your review are the "draft" documents that have been prepared for the above Contract/PO. If you desire any additions, changes, or deletions, please mark where appropriate.

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.

City Attorney: S. Ben  
Signature

3/25/14  
Date

Comments: Yes Hdding off on this for a week  
3/15/14

Risk Management \_\_\_\_\_  
Signature

/ /  
Date

Comments: \_\_\_\_\_

Department Head Approval: \_\_\_\_\_  
Signature

/ /  
Date

Comments: \_\_\_\_\_

Finance Approval: \_\_\_\_\_  
Signature

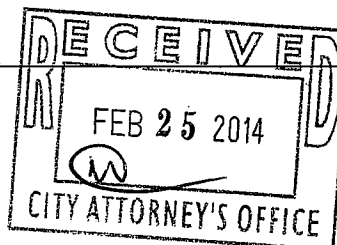
/ /  
Date

Comments: \_\_\_\_\_

Office of Management & Budget has received and completed all requested changes and attached are the Final Contract Documents.

OMB Confirmation: \_\_\_\_\_  
Signature

/ /  
Date



# CONTRACT SIGN-OFF SHEET

City Contract: **20130004 Amend #1**

Name: Gina Jolly

Date sent: 2/25/14

Title: WW Sludge Hauling

Encumbrance Required: Yes (X) No ( )

Item Was Budgeted: Yes ( ) No ( )

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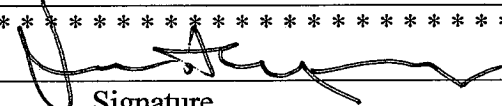
Thank you.

City Attorney: \_\_\_\_\_ / /  
Signature Date

Comments: \_\_\_\_\_

\*\*\*\*\*  
Risk Management \_\_\_\_\_ / /  
Signature Date

Comments: \_\_\_\_\_

\*\*\*\*\*  
Department Head Approval:  3/20/14  
Jesus Merejo Signature  
Date

Comments: \_\_\_\_\_

\*\*\*\*\*  
Finance Approval: \_\_\_\_\_ / /  
Signature Date

Comments: \_\_\_\_\_

\*\*\*\*\*  
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OMB Confirmation: \_\_\_\_\_ / /  
Signature Date