



CITY OF NEW PORT RICHEY

AGREEMENT FOR Biosolids Hauling and Disposal Services FOR BID NO. 24-007

This AGREEMENT for Biosolids Hauling and Disposal Services (hereinafter referred to as the "Agreement") is made and entered into by and between the CITY OF NEW PORT RICHEY, Florida, (hereinafter referred to as "CITY"), and **Synagro South, LLC**, whose business address is **435 Williams Court, Suite 100, Baltimore, MD 21220** (hereinafter referred to as "CONTRACTOR").

Biosolids Hauling and Disposal Services – SUMMARY OF WORK

This City of New Port Richey operates and maintains a 7.5 mgd secondary Water Reclamation Facility located at 4730 Main Street, New Port Richey, Florida 34652. The facility expects to generate approximately 7700 wet tons of biosolids per year at 15% to 18% solids. The product shall meet the standards outlined in table 3 of 40CFR503.13 or the maximums in FAC 62.640.850

BIOSOLIDS COLLECTION

The facility is expected to generate 30 to 40 cubic yards per day. The contractor will be responsible for hauling and disposing of this material daily, including weekends. Some holiday service may also be required.

The contractor shall be required to have two dump trailers with a minimum 30 cubic yards capacity on-site at all times. This will allow the City to pull the full trailer out and pull an empty one in without waiting for the contractor to arrive on site. This will be a 3-trailer rotation.

The contractor shall remove full trailers within 24 hours of notification. Failure to do so shall result in a 20% penalty or discount in the price per ton for all affected loads. Failure to pick up trailers within the allotted time more than six times per year shall be grounds for contract termination.

The contractor shall ensure that there is an empty trailer (other than the trailer being filled) at the WWTP at all times. Any delay in getting an empty trailer that causes the City to shut down the belt presses for more than 2 hours, the City shall impose a 20% penalty per ton for the next load. Failure to comply with this provision more than six times in a year shall be grounds for contract termination.

The City will designate one point of contact for service. The City will make every effort to give as much notice as possible for pick up and delivery times.

Deliveries or pick-ups after 4:00 pm and before 7:00 am will need prior notification as the plant

security gate is closed after 4:00 pm. The plant is staffed 24/7 and can accept trucks any time, day or night.

Should the Contractor and the City agree on a minimum tons per load, the contractor must supply trailers large enough to accommodate the agreed-upon weight without having to heap the material up or overload the trailer.

BIOSOLIDS AND DISPOSAL

Biosolids treatment and disposal must be in accordance with all Local, State, and Federal regulations, including but not limited to 40CFR 503.13 and FAC 62.640.850.

The disposal site must be a fully permitted Biosolids Treatment Facility or a fully permitted landfill authorized to accept biosolids.

The disposal site must have sufficient capacity for the life of the Contract

BIOSOLIDS QUALITY

Upon request, the City shall furnish laboratory results for metals and other testing.

TRACKING AND BILLING FOR BIOSOLIDS

The contractor shall weigh all loads at the B.T.F. or another pre-approved site for the purposes of tracking tonnage for invoicing, and F.D.E.P. reports. An initial tare weight may be used as a baseline for subsequent loads. If a trailer is not completely empty when delivered to the plant, the trailer will be rejected, and all subsequent empty trailers shall be weighed to determine tare weight before delivery to the plant. Should the City decide to install a scale, then the city weights will be used for invoicing.

BASE PRICE BID FORM

<u>Description</u>	<u>Cost</u>
Prices: Per wet ton without trucking (tip fee)	\$60.00
Prices: Per wet ton with trucking	\$86.50

AGREEMENT REQUIREMENTS:

CONTRACT TERM

The contractor shall provide pricing as previously outlined and the contract term shall be for one year with **two annual options to renew upon mutual agreement**. Consumer price index (C.P.I.) can be used for evaluation.

The Contractor shall develop and implement the necessary work control procedures to control all work requirements including any specific requirements and ensure their timely completion.

SUB-CONTRACTING

No sub-contracting shall be allowed without prior approval from the City of New Port Richey. All sub-contractors shall be subject to and meet all the terms of the "Agreement" and all of its attachments. The contractor shall provide one point of contact. The City will not work directly with any sub-contractor for scheduling conflict resolution or any other part of this "Agreement".

DISPOSAL SITE

The contractor must submit along with the bid proposal a copy of the D.E.P. B.T.F. Operating Permit and Disposal Agreements for each disposal site being utilized. **The contractor must supply a written back up plan for disposal should the primary disposal facility be unable to accept biosolids for any reason.** The contractor shall be responsible for any additional dump fees or transportation costs incurred by utilizing the alternate disposal facility.

SPECIAL CONTRACT REQUIRMENTS:

Protection of Work Property:

The contractor shall continuously maintain protection of all his work from damage and shall protect the City and residential properties from injury or loss arising in connection with this contract. The contractor must have all manufacturer safety components on every piece of equipment. The contractor shall make good any such damage, injury or loss.

Termination of Contract:

Bidders shall agree that is awarded the contract for the time specified and contractor fails to perform the services as requested in the work statement, the City reserves the right to cancel the contract for such cause, upon thirty (30) days written notice by the City to the contractor.

It is expressly understood by the City and the Contractor that funding for any successive fiscal year is contingent upon appropriation of monies by the City Council. In the event that funds are not available or not appropriated, the City reserves the right to terminate the contract. The City will be responsible for any outstanding invoices prior to the termination.

Permits and Licenses:

The CONTRACTOR shall hold or obtain such contractor's and/or business licenses as required by State Statutes and CITY ordinances. The CONTRACTOR shall secure licenses and permits.

Performance Bond:

The CONTRACTOR shall provide a Performance Bond in the amount equal to two month's service at time of Agreement execution. If the Agreement is renewed annually with cost increases, the CONTRACTOR shall provide a revised Performance Bond in the amount equal to two months service.

Insurance:

The bidder selected under this agreement shall maintain during the life of the contract, worker's compensation insurance for all of its employees connected with this contract. Such insurance shall comply fully with the Florida Workers Compensation Law.

Minimum Insurance Required:

Prior to the time the contractor is entitled to commence any part of this work or service under this contract, the Contractor shall procure, apply for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivered copies to the City: (1) certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this contract.

Workers Compensation limits as required by law; Employers Liability Insurance of not less than \$1,000,000 for each accident.

Comprehensive General Liability Insurance, but not limited to, Independent Contractor, Contractual, Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under the indemnification provisions, with limits for personal injury and/or bodily injury, including death, of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$1,000,000, each occurrence will be acceptable unless otherwise stated). Coverage shall be on an occurrence basis, and the policy shall include Broad Form Property Damage coverage and fire Legal Liability of not less than \$50,000 per occurrence unless otherwise stated by exception herein.

Comprehensive Automobile and Truck & Trailer Liability covering owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 each occurrence and property damage of not less than \$100,000 each occurrence. (Combined single limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "Occurrence Basis," such Insurance to include coverage for loading and unloading hazards.

Applicable Law

The Agreement shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The CONTRACTOR shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the CONTRACTOR will in no way be a cause for relief from responsibility.

Failure to Deliver

In the event of failure of the CONTRACTOR to deliver the goods and services in accordance with the Agreement terms and conditions, the CITY may procure the goods and services from other sources and hold the CONTRACTOR responsible for any resulting additional costs.

Fair Labor Standards

The CONTRACTOR and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such the Agreement, maintain fair labor standards as defined in applicable State and Federal regulations.

Independent Contractor

The CONTRACTOR shall be legally considered an independent contractor and neither the CONTRACTOR nor its employees shall, under any circumstances, be considered servants or agents of the CITY and the CITY shall not be legally responsible for any negligence or other wrongdoing by the CONTRACTOR, its servants, or agents. The CITY shall not withhold from the CONTRACTOR any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the CONTRACTOR.

Law Compliance

Each party will comply with 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 CITY will consider the employment of unauthorized aliens by the 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 CITY.

E-Verification System

Vendor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-Contractors, assigned by Vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

Limitation of Cost

The CONTRACTOR agrees to perform the work specified and complete all obligations under the Agreement within the stated amounts.

Oral Statements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the CITY.

Unsatisfactory Work

If, at any time during the Agreement term, the service performed or work done by the CONTRACTOR is considered by the CITY to create a condition that threatens the health, safety, or welfare of the community, the CONTRACTOR shall, on being notified by the CITY, immediately correct such deficient service or work. In the event the CONTRACTOR fails, after notice, to correct the deficient service or work immediately, the CITY shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the CONTRACTOR. Notwithstanding the above, the CITY reserves the right to cancel the Agreement, without cause, by giving thirty (30) days' prior written notice to the CONTRACTOR of the intention to cancel.

Payment

All tracking, billing, and other documentation shall be mailed or emailed directly to the Water Reclamation Facility located at 4730 Main St. New Port Richey, FL 34652.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this AGREEMENT for Biosolids Hauling and Disposal Services ITB 24-007 effective February 16, 2024.

ATTEST

CITY OF NEW PORT RICHEY, FLORIDA

Judy Meyers, CMC - City Clerk

Alfred C. Davis, Mayor-Council Member

(SEAL)

Date: _____

Timothy P. Driscoll, City Attorney

WITNESSES:

CONTRACTOR: **Synagro South, LLC**

By: _____

Print Name

Print or Type Name

Title: _____

Print Name

Date: _____

Contractors Code of Conduct

- **Courtesy and Respect:** It is critical that all contractors and their employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all.
- **Language and Behavior:** Contractors and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on City property are not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any contractor or contractor's employee is prohibited. Offenders will be removed from job site and/or reported to the Police Department.
- **Smoking:** Contractors and their employees are not permitted to smoke in or near any of the City Buildings.
- **Fraternization:** Contractors and their employees may not fraternize or socialize with City employees.
- **Appearance:** Contractors and their employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on City property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. The City has the right to decide if such clothing is inappropriate.
- **Reporting:** The contractor is required to report any matter involving a violation of these rules of conduct to City. Any matter involving health or safety, including any altercations, should be reported to the City immediately.

The contractor is responsible for his/her employees, agents, consultants and guests. If prohibited conduct does occur, the contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from the project site and prohibited actions could result in the termination of any contract or agreement with the City.”

Signature

Date

Printed Name

Title

**SCRUTINIZED COMPANIES AND BUSINESS OPERATIONS WITH CUBA
AND SYRIA CERTIFICATION FORM**

IF YOUR BID/PROPOSAL IS \$1,000,000 OR MORE, THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaging in business operations in Cuba and Syria; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria; and
3. Business Operations means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Sector List, or engaged in business operations in Cuba and Syria.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,
after first being sworn by me, affixed his/her signature in the space provided above on this ____ day of
_____ 20____.

(Affix Seal)

Notary Public

My commission expires: _____

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST
CERTIFICATION FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT
THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.**

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of New Port Richey in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel.

Authorized Signature

Printed Name

Title

Name of Entity/Corporation

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,
after first being sworn by me, affixed his/her signature in the space provided above on this ____ day of
_____, 20____.

(Affix Seal)

Notary Public

My commission expires: _____