BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 18, 19 2005

Division: Public Works

Bulk Item: Yes X No ___

Department: Facilities Maintenance

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval to award bid and enter into a contract with Synagro Southeast, Inc. for the operation and maintenance of the wastewater treatment plant at the Roth Building.

ITEM BACKGROUND: On May 31, 2005 the current contract with Synagro Southeast, Inc. will expire with no additional options to renew. On April 7, 2005, a bid opening was held with Synagro Southeast, Inc. submitting the lower of two bids received.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: $25,000 Not to Exceed

BUDGETED: Yes X No ___

COST TO COUNTY: Same

SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes __ No X **AMOUNT PER MONTH** _____ **Year** ____

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: _____
Dent Pierce

DOCUMENTATION: Included X Not Required ____

DISPOSITION: _____

AGENDA ITEM # _____

Revised 2/05

ADMINISTRATIVE SERVICES DEPARTMENT

PURCHASING OFFICE

TABULATION SHEET

OPEN DATE: AT 11:00 AM April 7, 2005

TITLE: OPERATION & MAINTENANCE OF SEWAGE TREATMENT PLANT - TAVERNIER

RESPONDENT	BID BOND	TOTAL PRICE
SYNAGRO SOUTHEAST INC.	N/A	$ 1,212.50 PER MONTH
U.S. WATER SERVICES CORPORATION	N/A	$ 1,328.02 PER MONTH

Bid Committee Present: Carlos Victores - Purchasing Office

Members of the Public Present: None

I hereby certify that this is a true and correct copy of said bid opening and that all bidders listed above have been checked against the State of Florida Convicted & Suspended Vendor listings. All bids listed above were received by the date and time specified.

Bid Opened By: Carlos Victores - senior buyer

RECEIVED

APR 07 2005

BY: [illegible]

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Synagro Southeast

Contract #_____

Effective Date: 06/01/05

Expiration Date: 05/31/06

Contract Purpose/Description:
Operation and Maintenance of the Wastewater Treatment Plant at the Roth Building

Contract Manager: Ann Riger (Name) 4549 (Ext.) Faclities Maint/Stop #4 (Department/Stop #)

for BOCC meeting on 05/18/05 Agenda Deadline: 05/03/05

CONTRACT COSTS

Total Dollar Value of Contract: $ 25,000 NTE

Current Year Portion: $ 8,333.33

Budgeted? Yes ☒ No ☐

Account Codes: 001-20505-530-340-_____

Grant: $ N/A

County Match: $ N/A

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr
(Not included in dollar value above)

For: _____
(eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	5/2/05	Yes ☐ No ☐	[signature]	5/3/05
Risk Management	4-19-05	Yes ☐ No ☒	M. Slavik	4-19-05
O.M.B./Purchasing	~~4/19/05~~ 4/26/05	Yes ☐ No ☑	[signature]	4/27/05
County Attorney	4/20/05	Yes ☐ No ☑	[signature]	4/20/05

Comments: _____

OMB Form Revised 2/27/01 MCP #2

CONTRACT

THIS AGREEMENT, made and entered into this 18th day of May, 2005, A.D., by and between MONROE COUNTY, FLORIDA , (hereinafter sometimes call the "owner"), and Synagro Southeast, Inc. (hereinafter called the "Contractor").

That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

1. THE CONTRACT

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents, as specified in paragraph 2.

2. THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the specifications, the DEP Operating Permit, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

3. SCOPE OF THE WORK

The Contractor shall provide all necessary supplies and equipment required in the performance of same, and perform all of the work described in paragraph 40, and as entitled:

OPERATION & MAINTENANCE
SEWAGE TREATMENT PLANT
ROTH BUILDING
50 HIGH POINT ROAD
MONROE COUNTY, TAVERNIER, FLORIDA

And his bid dated April 7, 2005, attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

4. THE CONTRACT SUM

The County shall pay to the Contractor for the faithful performance of said services on a per month in arrears basis on or before the 30th day of the following month in each of twelve (12) months. The Contractor shall invoice the County monthly for sewage treatment plant operation and maintenance performed under the Specifications contained herein. The Contract price (as stated in the Contractor's proposal) must be invoiced s follows:

• Monthly Operation and Maintenance Services (as outlined in the contract specifications)	$ 1,212.50 per month
• Repairs (routine, prior approval required). Normal working Hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays, beyond the $500.00 limit	$ 50.00 per hour
• Emergency service call. Overtime rate for hours other other than normal hours as stated above, including weekends and holidays.	$ 75.00 per hour
• Handling fee for parts required for operation, maintenance, Repairs, and emergency services.	Cost + 20 %
• Sludge removal (beyond four per year required as	

Regular maintenance) Cost + 15 %

Note: There are no additional costs for travel, mileage, meals, or lodging.

5. CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

6. TERM OF CONTRACT/RENEWAL

A. This contract shall be for a period of one (1) year, commencing June 1, 2005, and terminating May 31, 2006.

B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

7. HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

8. INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

9. ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

10. ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

11. COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

12. INSURANCE

Prior to execution of this agreement, and maintained throughout the life of the contract, the contractor shall furnish to the Owner Certificates of Insurance indicating the minimum coverage limitation as listed below:

A. General Liability – include as a minimum:
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability

- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be $300,000 Combined Single Limit

If split limits are provided, the minimum limits acceptable shall be: $100,000 per person; $300,000 per Occurrence; and $50,000 Property Damage.

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made Policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve months following the acceptance of work by the County.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

B. Vehicle Liability – include as a minimum:
   - Owned, Non-Owned, and Hired Vehicles

   The minimum limits acceptable shall be $100,000 Combined Single Limit

   If split limits are provided, the minimum limits acceptable shall be: $50,000 per Person; $100,000 per Occurrence; and $25,000 Property Damage.

   MONROE COUNTY BOARD OF COUNTY COMMISSIONERS MUST BE NAMED AS ADDITIONAL INSURED.

C. Workers Compensation – limits sufficient to respond to Florida Statute 440.

   In addition, the Contractor shall obtain Employers' Liability Insurance with limits of not less than:

   $100,000 Bodily Injury by Accident
   $500,000 Bodily Injury by Disease, policy limits
   $100,000 Bodily Injury by Disease, each employee

   Coverage shall be provided by a company or companies authorized to transact business in the State of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

   If the Contractor has been approved by Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Contractor's status. The Contractor may be required to submit a Letter of Authorization issued by the Department of Labor and Certificate of Insurance, providing details on the Contractor's Excess Insurance Program.

   If the Contractor participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the contractor may be required to submit updated financial statements from the fund upon request from the County.

D. Pollution Liability – The minimum limits of liability shall be:

   $1,000,000 per Occurrenct/$2,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) year will be required.

13. FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or be mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

14. PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

15. NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Monroe County Facilities Maintenance
3583 S. Roosevelt Blvd.
Key West, FL 33040

FOR CONTRACTOR
Synagro Southeast, Inc.
5198 Overseas Highway
Marathon, FL 33050

16. CANCELLATION

A) In the event that the contractor shall be found to be negligent in any aspect of operation maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.

B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

17. GOVERNING LAWS

Governing Law, Venue, Interpretation, Costs, and Fees: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of the agreement, the County and contractor agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and Contractor agree that, in the event of conflicting interpretation of the terms or a term of this agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

18. RECORDKEEPING

Contractor shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to Contractor.

19. SEVERABILITY

If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and Contractor agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20. ATTORNEY'S FEES AND COSTS

The County and Contractor agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

21. BINDING EFFECT

The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and Contractor and their respective legal representatives, successors, and assigns.

22. AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

23. CLAIMS FOR FEDERAL OR STATE AID

Contractor and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

24. ADJUDICATION OF DISPUTES OR DISAGREEMENTS

County and Contractor agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

25. COOPERATION

In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and Contractor agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and Contractor specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

26. NONDISCRIMINATION

County and Contractor agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or Contractor agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101-6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patent records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note0, as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement. Monroe County Code Ch. 13, Art. VI, prohibiting discrimination on

the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age. 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of , this Agreement.

27. COVENANT OF NO INTEREST

County and Contractor covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

28. CODE OF ETHICS

County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statues, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

29. NO SOLICITATION/PAYMENT

The County and Contractor warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the Contractor agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

30. PUBLIC ACCESS

The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statues, and made or received by the County and Contractor in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by Contractor.

31. NON-WAIVER OF IMMUNITY

Notwithstanding the provisions of Sec. 286.28, Florida Statues, the participation of the County and the Contractor in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

32. PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers agents or employees of any of any public agents or employees of the County, when performing

their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers agents, volunteers, or employees outside the territorial limits of the County.

33. LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by and participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

34. NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of the Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the Contractor agree that neither the County nor the Contractor or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

35. ATTESTATIONS

Contractor agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, An Ethics Statement, and a Drug-Free Workplace Statement.

36. NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

37. EXECUTION ON COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument any of the parties hereto may execute this Agreement by signing any such counterpart.

38. SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

39. CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe county Board of County Commissioners.

40. SPECIFICATIONS

1. The Contractor's services shall include all DEP requirements stipulated in the Operating Permit (attached as Exhibit A) in order to operate the facility efficiently and reliably, and to maintain the facility according to the Permit. The Contractor shall invoice the County for the operation and maintenance services on a monthly basis, in arrears, at the fee schedule rate

A. Comply with all conditions specified within the current Permit for this facility.

B. Comply with all DEP rules, Florida Statutes, and county and local regulations pertaining to the operation and maintenance of wastewater facilities, systems of treatment and control, and related appurtenances.

C. Notify the County Facilities Maintenance Department, by written notice, of changes in DEP rules, Florida Statues, county and local regulations, as they apply to plant permitting or operations.

D. Become familiar with all Permit requirements, DEP rules, Florida Statutes, and county and local regulations which affect the above referenced wastewater facility. In addition, the contractor shall advise and make recommendation to the County on matter concerning the operation of the facility, and shall provide written notification to the County of any and all deficiencies encountered that may result in a non-compliance operating violation. This notification shall include the observation of the deficiencies, recommended corrections, and cost estimates. Said notification shall be delivered to the Facilities Maintenance Director for review and approval. In the event that the County shall receive a notice on non-compliance or of potential violation, written notice shall be given the contractor.

E. Provide, and maintain on site, records as required by the Permit conditions. The Contractor shall submit supplemental copies of record documents and monthly operation reports (MOR) to the Facilities Maintenance Director.

F. Inspect and maintain the facility's equipment, practices, and operation regulated or required by the Permit conditions.

G. Perform all other routine operation and maintenance tasks for the facility as part of the monthly service and included in the monthly fee such as, but not limited to, the following:

a. Operate the wastewater facility according to the manufacturer's specifications and pursuant to the Federal, State, County, and local regulatory rules with particular attention to Florida Laws, Chapter 403 and the Florida Administrative Codes, 62–600, 62–604, 62-610, 62-611, 62-640, F.A.C., and other applicable sections;
b. Inspect and lubricate all equipment which requires lubrication in accordance with the manufacturer's specification and recommendations
c. Supply, monitor, and record chlorine feed and effluent residuals regularly. Chlorine costs shall be included in the monthly operation and maintenance fee.
d. Replace motor/blower belts when required (labor and parts furnished by the Contractor);
e. Clean blower filters on a regular basis;

f. Repair minor electrical and plumbing problems at the contractors cost of $500.00 and below;
g. Perform minor repairs of pump station equipment and controls at the contractors cost of $500.00 and below;
h. Maintain proper adjustment of all apparatus controls;
i. Maintain all painted surfaces;
j. Record the daily flow in gallons per day;
k. Record the Ph of effluent;
l. Daily maintain air to all required components of the treatment plant. The contractor shall individually check and clean all air diffusers and skimmers as required, then adjust aeration as required to maintain plant balance;
m. Check sludge return;
n. Transfer sludge as required to various plant components and concentrate into the digester as necessary to maintain plant operating efficiency;
o. Mechanically check standby equipment weekly;
p. Clean and hose down plant regularly to maintain good housekeeping of the facility, and remove all unsightly debris and materials from facility area on a regular basis;
q. Provide all digester sludge removal services: Maximum of four removals annually, when required. Any additional removals require the County's prior written approval; the contractor shall notify the Facilities Maintenance Department when such additional removals are anticipated. The cost breakdown for any removals beyond the four cited above shall consist of the disposal cost to the contractor plus _% handling charge. The Contractor shall be solely responsible for all sludge removal services and any required testing. The Contractor shall submit to the Facilities Maintenance department a copy of the landfill inbound charge ticket(s) after every sludge removal service; and
r. Provide for emergency standby pumping services for the facility (inclusive of all necessary equipment, materials, and labor) in the event that an unusual occurrence makes it necessary to immediately pump out a plant to prevent untreated wastewater from improperly escaping into the environment. The Contractor shall perform this function to the best of the Contractor's ability considering the circumstances surrounding the unusual occurrence, and such occurrences shall qualify this as an emergency service.

H. Provide sampling, testing, results, and monitoring of any substances or parameters at any locations reasonably necessary to assure compliance with the Permit conditions or DEP rules.

I. Protect the County from any condition which may result in non-compliance with DEP rules, Florida Statutes, or county or local regulations to the best extent possible. Inform the County immediately and in writing at once upon recognition of a potential problem.

J. Maintain a copy of the current Operating Permit on site.

K. Maintain monitoring and record keeping as required by the Permit conditions, DEP rules, county and local regulations.

41. REPAIRS

The Contractor shall make all repairs as necessary to assure that the facility is operating efficiently, reliably, and in accordance with all requirements of the DEP and the DEP Operating Permit. When the Contractor deems a repair to be necessary, and over $500.00, the Contractor shall prepare a detailed cost estimate based on the fee schedule rates stipulated in the contract for labor, actual cost of parts needed to make the repairs, plus the handling charge as indicated in the contract. The Contractor shall initiate the

approved repairs within 48 hours of said approval. Upon completion of the repairs, the Contractor shall document the work performed as is required by the DEP Operating Permit and other on-site service logs.

42. EMERGENCY SERVICE

The County shall contact the Contractor immediately when an emergency call is needed. The Contractor shall also notify the County immediately in the event of a facility emergency. The Contractor and the County shall make entries into a log, which shall include; the date and time the problem was discovered, a description of the problem, the date and time the contractor was notified, the date and time the contractor arrived at the facility, the date and time the Contractor departed, and a summary of the steps taken to rectify the problem. The Contractor shall respond to all emergency calls which occur during normal working hours and holidays and weekends within three hours of notification by the County (see Section 2.05 Exceptions). The Contractor and the County shall simultaneously log the time the County contracted the contractor for an emergency service documentation of the above time requirements. The Contractor shall invoice the County for after-hour, weekend and holiday emergencies based on the applicable hourly rate indicated in the contract, the actual costs of any parts used to rectify the problem, plus the applicable percentage as stipulated in the contract.

43. ADDITIONAL SERVICES

When requested by the County, the Contractor shall advise and recommend, in writing to the County, any needed improvements, and shall invoice the County at the fee schedule rates for labor as specified in the contract.

44. EXCEPTIONS

All of the above described tasks or requirements shall be considered routine duties of the contractor except:

A. Repairs which are over the $500.00 limit shall be based on the fee schedule rates for labor for "Emergency Service Calls (Monday – Friday after normal working hours)" outlined in the contract.

B. The Contractor shall not be held responsible for the inability to perform due to factors beyond the Contractor's control.

45. CANCILLATION

In the event that the Contractor shall be found to be negligent in any aspect of plant operation, maintenance, repair, or service, the County shall have the right to terminate this agreement after five days written notification to the Contractor.

46. INVOICING AND PAYMENT

The Contractor shall invoice the County in arrears, monthly, for operating and maintenance services at the fee schedule rate indicated in the contract. The Contractor shall separately invoice the County for any repairs or emergency services which are provided after normal working hours, weekends or holidays at the fee schedule rates stated in the contract. The Contractor shall also submit, together with the monthly and emergency service invoices, detailed invoices for parts which are needed for proper operation, maintenance and repairs. Said detailed parts invoices shall outline the actual cost of the parts plus the handling fee as stated in the contract, listing the parts by description and the quantity of parts used. Invoices substantiating the actual cost of parts shall be submitted for supporting documentation,

invoices not accompanied by said documentation shall be returned for compliance to these terms and conditions. The Contractor shall submit all invoices to the Facilities Maintenance Director at the address provided in the contract. Upon review and approval of the services provided, and confirmation by service log, the Facilities Maintenance Director shall process the invoices for payment.

47. LIQUIDATED DAMAGES

In the event that the Contractor does not respond to an emergency service call within the time period as specified in Section 2.03 above, the County shall assess a $50.00 per hour charge to the contractor for each hour, or portion thereof, to be prorated at the beginning of each 15-minute interval beyond the allowable time period, during which the Contractor has not appropriately responded. The total amount of this assessment shall be charged against the total invoice for the emergency service call.

48. SUBCONTRACTORS

The Contractor shall be responsible for all work performed under the terms of this agreement. The Contractor may subcontract as necessary to perform the services, however, any subcontract shall require the review and written approval of the County prior to the execution of the subcontract. It is understood that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The cost of materials, chemicals, and repairs by subcontractors shall be billed at a cost reimbursement basis plus the handling fee stated in the contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor/Chairman

(SEAL)
Attest:

By: _____
WITNESS

Title: OFFICE MGR.

By: _____
WITNESS

Title: LAB MGR.

CONTRACTOR
SYNAGRO SOUTHEAST, INC.

By: _____

Title: Sr OPERATION MANAGER

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 4/20/05