

RESOLUTION 22-43

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING AN AGREEMENT WITH SYNAGRO SOUTH, LLC FOR SLUDGE HAULING AND DISPOSAL SERVICES FOR THE PANAMA CITY BEACH WASTEWATER TREATMENT FACILITY AT THE UNIT PRICES PER WET TON INDICATED IN THE BODY OF THE RESOLUTION.

BE IT RESOLVED that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain Agreement between the City and Synagro South, LLC relating to Sludge Hauling and Disposal Services for the solids generated at the Panama City Beach Wastewater Treatment Facility, at the unit price of Forty Four Dollars and Seventy Five Cents (\$44.75) per wet ton for Land Application and Sixty Two Dollars and Forty Three Cents (\$62.43) per wet ton for Steelfield Landfield, in substantially the form **attached** and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager and whose execution shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in special session this 9th day of December, 2021.

CITY OF PANAMA CITY BEACH

By: _____

Mark Sheldon, Mayor

ATTEST:

Lynne Fasone
Lynne Fasone, City Clerk

SLUDGE HAULING AND DISPOSAL SERVICES

AGREEMENT

THIS SLUDGE HAULING AND DISPOSAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide sludge hauling and disposal services for the City's WWTF located at 200 N. Gulf Blvd, Panama City Beach City, as more particularly described in the Scope of Work included in the City's Invitation to Bid 22-21 ITB and the terms and conditions set forth therein.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Land Application Disposal Unit Price of _____, per wet ton and Landfill Disposal Unit Price of \$_____ per wet ton. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the UNIT PRICES contained in the attached Contractor's cost proposal and incorporated on the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

3. PAYMENT

Monthly invoices shall be submitted to the City and City shall make payment in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be delivered to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award for a period of Two (2) years with Two (2) one (1) year optional renewals if agreed upon by both parties.

5. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

7. ATTORNEY'S FEES

Should either party institute any legal action or proceeding to enforce this Agreement, or for damages by reason of any alleged breach of this Agreement, or for a declaration of rights hereunder, the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such legal action or proceeding.

8. TIME

Time is of the essence in this Agreement.

9. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and

administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

10. ASSIGNMENT

11. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

This Agreement is not assignable

12. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

15. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: _____

Title/Position: _____

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: _____

B. As to Contractor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

16. ENTIRE AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

- ADVERTISEMENT FOR BIDS
- INFORMATION FOR BIDDERS
- TERMS AND CONDITIONS
- BID PROPOSAL FORM
- STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
- PUBLIC ENTITY CRIMES STATEMENT
- NON-COLLUSION AFFIDAVIT
- E-VERIFY
- NOTICE OF AWARD
- AGREEMENT

ADDENDA (S)

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

No. _____, dated _____, 20__

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Contractor

Witness 1 _____

(Print Name): _____ By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**
a municipal corporation

City Clerk

By: _____

Drew Whitman , City Manager

7. REVISED BID FORM

This proposal of Synagro South, LLC, hereinafter called "BIDDER," organized and existing under the laws of the State of Delaware doing business as Limited Liability Company

(Insert a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work for **PCB22-21 ITB Sludge Hauling and Disposal Services**, as detailed in this solicitation for the amounts shown on the attached Bid form.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Basis of Award: The contract will be awarded to the lowest responsive and responsible Bidder.

Item No.	Description	Estimated Quantity	Measure	Unit Price Per Wet Ton
1	Dewatered sludge hauling & disposal from WWTF (200 N Gulf Blvd, Panama City Beach, FL 32413) – LAND APPLICATION	700/month	Wet tons	\$ 44.75
Item No.	Description	Estimated Quantity	Measure	Unit Price Per Wet Ton
2	Dewatered sludge hauling & disposal from WWTF (200 N Gulf Blvd, Panama City Beach, FL 32413) TO STEELFIELD LANDFILL	100/month	Wet Tons	\$ 62.43

*Estimated quantities mentioned above is for bid evaluation purposes only. This is estimated monthly average quantity, and actual quantity may be higher or lower depending upon plants usage.

**Attach current permit information from the appropriate regulatory agency (FDEP, ADEM, etc.).

lease use the reviewed BID FORM.

PCB22-21 ITB SLUDGE HAULING AND DISPOSAL SERVICES


I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Submitted By: Synagro South, LLC
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Emil Kneis, Sales Support Manager
Name of Individual Who Prepared This Bid

Address: 435 Williams Court, Suite 100, Baltimore, MD 21220

Phone: 410-688-4438


Signature of Authorized Representative of Firm/Contractor October 29, 2021
Date

SEAL: *(If Bid is by Corporation)*

